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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA

FILED
ASHEVILLE, N.C.
MAY - 6 2005

U.S. DISTRICT COURT
W. DIST. OF N. C.

THOMAS H. BARNES
Plaintiff,

vs.

EBAY, INC.
PAYPAL, INC.
Defendants.

COMPLAINT

(42 U.S.C. Sections 1983, 1985)

Case No.

1:05 CV 92

A. JURISDICTION

Jurisdiction is proper in this court according to: 9 U.S.C. Section 1.

B. PARTIES

Name of Plaintiff: THOMAS HAYDEN BARNES
540 WARREN WILSON RD
SWANNANOA, NC 28778

Name of First Defendant: EBAY, INC.
Mailing Address: 2145 HAMILON AVE
SAN JOSE, CA 95125

Acting under the color of California law at time of claims.

Name of Second Defendant: PAYPAL, INC.
Mailing Address: 1840 EMBARCADERO RD
PALO ALTO, CA 94303

Acting under the color of California law at time of claims.

C. NATURE OF CASE

This case seeks to find:

(A.) That the arbitration clause of the PayPal User Agreement shall not prohibit a judgement on this case in this court for the following reasons:

(1.) The arbitration clause of PayPal's User Agreement has been declared substantively unconscionable in a US District Court (US District Court for the Northern District of California, San Jose Division, "ORDER DENYING MOTIONS TO COMPEL INDIVIDUAL ARBITRATION", COMB and TOHER v. PAYPAL, INC. and RESNICK v. PAYPAL, INC. [C-02-1227 JF (PVT) and CC-02- 2777 JF (PVT)] (see exhibit A) for the following reasons:

- (a.) There exists a substantively unconscionable unequal bargaining positions and overly harsh and one-sided means in dispute resolution and arbitration between PayPal customers and PayPal, Inc. (i.e. indefinite 'freezing' of PayPal customers funds by PayPal)
- (b.) The PayPal User Agreement is a contract of adhesion, granting the subscribing party only the opportunity to adhere to the contract or reject it. The court also acknowledged a factual dispute as to whether PayPal's competitors offer their services without requiring customers to enter into arbitration agreements.
- (c.) There exists a substantively unconscionable lack of mutuality in the PayPal User Agreement. The stronger party (PayPal, Inc.) is granted a choice of forums in dispute resolution, however the weaker party (the customer) is bound by arbitration provisions in the User Agreement. PayPal may amend the User Agreement without notice at any time without negotiation and customers are bound to any and all such amendments for the duration of the customer's relationship with PayPal. PayPal may take, at any time, unilateral action against customers accounts and withhold funds indefinitely.
- (d.) The arbitration clause prohibits the consolidation of claims, which would make claims for economical for customers. This would, in effect the court stated, allow for millions of customers to be defrauded by PayPal without effective redress.
- (e.) Estimated cost of arbitration for a customer is about \$5,000 and would be cost-prohibitive in this case and most, in which PayPal customers only exchange an average \$55 USD.
- (f.) Prohibitive arbitration costs and precluding the joinder of claims, the court recognized, seemed to be an attempt by PayPal to insulate itself contractually from any meaningful challenges to it's practices
- (g.) The court found the forum selection clauses to be unconscionable if the "place and manner" in which arbitration is to occur is unreasonable taking into account "the respective circumstances of the parties."
- (h.) Restriction of venue is another means cited by the court that PayPal appears to shield itself from liability.

(2.) Barnes funds his PayPal account from and withdrawals from his PayPal account into a bank within Buncombe County, North Carolina:

Local Government Federal Credit Union
313 W. State Street
Black Mountain, NC 28711

(3.) The Local Government Federal Credit Union has a significant presence in Buncombe County with eighteen Automatic Teller Machines (ATMs) and six Full-Service Branches.

(4.) Barnes does not have financial means to pursue commercial arbitration against PayPal, Inc. with the American Arbitration Association and does not have the financial means to appear before a court in Santa Clara County, California, as defined by the PayPal User Agreement.

- (B.) eBay, PayPal's parent company, encourages sellers on it's online auction service to both ship internationally and to designate items as potential gifts, meaning the seller would be willing to ship the item to an address other than the billing address. eBay does so, even to users who have specified they prefer accepting PayPal payments from buyers, without warning that it could invalidate PayPal's Seller Protection Policy. (see exhibit D) Barnes felt compelled by this to list eBay Item 6759708537, an Hewlett-Packard Laptop Computer, with international shipping and gift provisions.
- (C.) Barnes attempted all means of verifying the buyer of eBay Item 6759708537, Kathleen7605, who purchased the item on April 16, 2005 for \$600.00 USD plus \$90 USD shipping and handling via eBay's Buy-It-Now feature. (see exhibit B) Kathleen7605 did not possess negative feedback, have two or more unpaid item claims within the last six months, or reside in a country Barnes would not be willing to ship to (given of course, Barnes specified he would be willing to ship anywhere worldwide). (see exhibit D)
- (D.) Barnes demonstrated a willingness to abide by the eBay User Agreement. (see exhibit C)
- (E.) Barnes was contacted by an associate of "Computer Technologies" about shipping the HP Laptop to Russia on April 14, 2005. Barnes quoted a cost of \$80 for Global Express Mail (EMS) to Saratov, Russia. Barnes was later contacted by another associate of "Computer Technologies" and was notified of her intention to purchase the laptop. (see exhibit C)
- (F.) "Kathleen", whom Barnes believed to be associate of Computer Technologies, provided Barnes with a postal address on April 16, 2005 and requested a tracking number, as is standard for eBay sales. (see exhibit E)
- (G.) Barnes shipped the item USPS Global Express with an additional \$400 USD insurance (brining the total to \$500), a service which requires a signature upon delivery and provides a tracking number (see exhibit F) All of which are required for coverage under PayPal's Seller Protection Policy (see exhibit I)

(H.) On April 20, 2005, PayPal notified Barnes that a hold had been placed of the amount of \$690.00 on his account pending investigation into the use of unauthorized funds. PayPal requested additional information about the transaction and that it be sent to pending-reversal@paypal.com. Barnes submitted copious amounts of documentation to pending-reversal@paypal.com from thbarnes@gmail.com, his primary email address. After no response, Barnes contacted PayPal customer service and was told to forward this documentation to pending_reversal@paypal.com from the email address on the account, tbutler@warren-wilson.edu. Barnes did so willing and to the best of his abilities. (see exhibit G)

(I.) On April 23, 2005, Richard of the PayPal Account Review Department at PayPal, Inc. notified Barnes via email that "*In accordance with PayPal's Seller Protection Policy, the following transaction(s) involving unauthorized funds have been reversed: Transaction Date: Apr. 16, 2005 12:28:41 PDT Transaction Amount: \$690.00 USD....The transaction(s) did not qualify for Seller Protection because: Shipment was made internationally*" (see exhibit H)

(H.) The Seller Protection Policies page of the PayPal.com Help section does not list "Shipping Internationally" as an disqualifier to the Seller Protection Policy, this is only noted deep in a "Terms and Conditions Page". (see exhibit I)

(J.) Barnes complied with all of the following guidelines for Seller Protection:

- (1.) Operated a Premier Account
- (2.) Shipped the item in a timely manner, in this instance, within 48 hours
- (3.) Retained proof of postage which is trackable online (see exhibit F)
- (4.) Required a signature on goods equal to or more in value to \$250.00 USD, which the USPS Global Express Mail does
- (5.) Sent tangible goods
- (6.) Only accept payments from a single PayPal account (see exhibit K)
- (7.) Agree not to surcharge the buyer
- (8.) Provide timely response to all PayPal inquires

(K.) The single guideline Barnes failed to comply with listed on the guidelines for Seller Protection on the Seller Protection Policy Help page is "Post to the address on the Transaction Details Page"

(L.) Encouraged by eBay to ship items for sale internationally and as a gift (meaning willing to ship to address other than the billing address), without notice that doing so would violate provisions of the Seller Protection Policy, and with no reason for greater suspicion, Barnes shipped the item to the address supplied by "Kathleen Bruce" in an email received April 16, 2005. (see exhibit E)

(M.) Upon notice of potential fraud, on April 20th, 2005, Barnes swiftly sought to halt delivery of the Laptop. The USPS Post Office in Swannanoa, NC confirmed that the package had

left the United States the day prior and had left their custody. (see exhibit F)

(N.) Barnes immediately filed a report with the Federal Bureau of Investigation's Internet Fraud Complaint Center which he forwarded to Russian authorities, including the Russian FSB, the federal internal security agency of the Russian Federation. Barnes also placed calls to the Russian Embassy in Washington, D.C. and the United States Embassy in Moscow, Russia however they were of little assistance. Calls to the Customs Committee of the Russian Federation were futile due to the language barrier. (see exhibits G and K)

(O.) On April 24, 2005, PayPal posted a \$200 credit to Barnes' account after great persistence with an often rude and condescending customer service. This suit seeks the remainder \$490. (see exhibit K)

(P.) On April 20, 2005, Barnes made contact with "Kathleen Bruce" a.k.a. "Kathleen Hering" via telephone and expressed his condolences regarding the incident. Kathleen Hering, Barnes learned, was a woman of senior age with no computer or Internet service, but who had given her credit card information out over the phone and been defrauded multiple times to prior this incident, each time being reimbursed by her bank. Barnes also learned Hering was on a fixed income and had a child in the hospital with kidney failure.

C. CAUSE OF ACTION

1. I allege that my constitutional right, privileges or immunities have been violated and the above facts form the basis for my allegations.
 - a. (1) Count I: Conspiracy to Commit Fraud
(2) Supporting Facts: (See "Nature of Case" above)
 - b. (1) Count II: Fraud
(2) Supporting Facts: (See "Nature of Case" above)

D. INJURY

I have been defrauded of \$690 by eBay, Inc. and PayPal, Inc., a subsidiary of eBay, Inc.

E. PREVIOUS LAWSUITS AND ADMINISTRATION RELIEF

I have not filed any other lawsuits in state or federal court that deal with the same facts that are involved in this action.

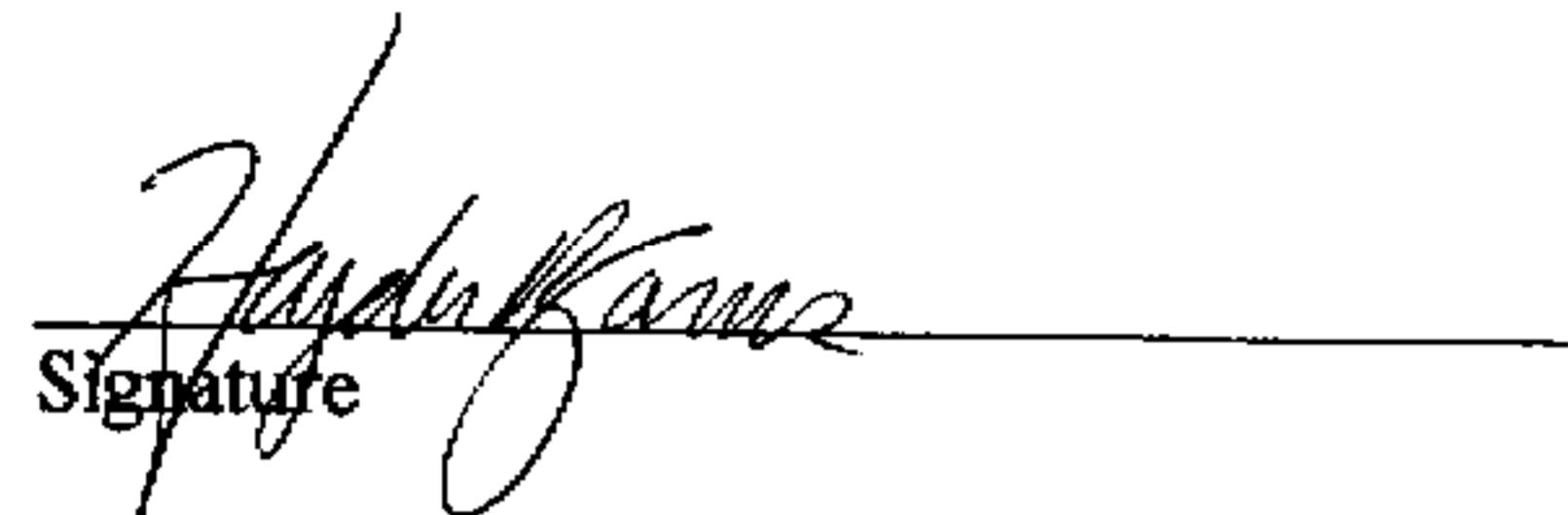
F. REQUEST FOR RELIEF

I believe I am entitled to the following relief: \$690 reimbursement from eBay, Inc and PayPal, Inc. plus court costs.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares under penalty that he/she is the plaintiff in the above action, that he/she has read the above complaint and that the information contained therein is true and correct. 28 U.S.C. Section 1746; 18 U.S.C. Section 1621.

Executed at US DC of WNC on 4/27, 2005.



Signature

Exhibit Index

- A US District Court, Northern District of California, San Jose Division
C-02-1227 JF (PVT)
C-02-2777 JF (PVT)

ORDER DENYING MOTIONS TO COMPEL INDIVIDUAL ARBITRATION

COMB and TOHER v. PAYPAL, INC.
RESNICK v. PAYPAL, INC.

- B. eBay Listing for Item 6759708537
- C. Questions submitted via eBay for seller of Item 6759708537
- D. Pre-sale options available to seller of an item similar to Item 6759708537
- E. Email communication with "Kathleen"
- F. USPS Tracking Information
- G. Communication with PayPal
- H. Notice of Final Reversal of Funds
- I. PayPal Policies
- J. Internet Fraud Complaint Center Report and Requests for Assistance from Russian Authorities
- K. PayPal Transaction History

1 DESIGNATED FOR PUBLICATION
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7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN JOSE DIVISION**

10 CRAIG COMB and ROBERTA TOHER, on behalf
11 of themselves and all others similarly situated and
12 on behalf of the general public of the United States,

13 v.
14 Plaintiffs,

15 **PAYPAL, INC.,**

16 Defendant.

17 JEFFREY RESNICK, on behalf of himself and all
18 others similarly situated and on behalf of the general
19 public of the United States,

20 v.
21 Plaintiffs,

22 **PAYPAL, INC.,**

23 Defendant.

24 Plaintiffs seek injunctive relief and related remedies on behalf of a purported nationwide
25 class for alleged violations of state and federal law by Defendant PayPal, Inc. (“PayPal”). PayPal
26 moves to compel individual arbitration pursuant to the arbitration clause contained in its standard
27 User Agreement and the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, *et seq.* The Court has
28 read and considered the moving, responding and supplemental papers as well as the oral

Case Number C-02-1227 JF (PVT)
C-02-2777 JF (PVT)

ORDER DENYING MOTIONS TO
COMPEL INDIVIDUAL
ARBITRATION

[Docket No. 23, 5]

Case No. C-02-1227 JF (PVT), C-02-2777 JF (PVT)
ORDER DENYING MOTIONS TO COMPEL INDIVIDUAL ARBITRATION
(JFLC3)

1 arguments presented by counsel on August 12, 2002. For the reasons set forth below, the motions
2 will be denied.¹

3 **I. BACKGROUND**

4 **A. Customer Complaints**

5 PayPal is an online payment service that allows a business or private individual to send
6 and receive payments via the Internet. A PayPal account holder sends money by informing PayPal
7 of the intended recipient's e-mail address and the amount to be sent and by designating a funding
8 source such as a credit card, bank account or separate PayPal account. PayPal accesses the funds
9 and immediately makes them available to the intended recipient. If an intended recipient does not
10 have a PayPal account, the recipient must open an account to access the payment by following a
11 link that is included in the payment notification e-mail. PayPal generates revenues from
12 transaction fees and the interest it derives from holding funds until they are sent.

13 As of January 1, 2001, approximately 10,000 account holders had registered with PayPal.
14 PayPal thereafter experienced a sudden and dramatic increase in its popularity, attracting one
15 million customers over the next five months and 10.6 million accounts (of which 8.5 million were
16 held by private individuals) by September 30, 2001. Currently, PayPal provides services to
17 twelve million accounts, and approximately 18,000 new accounts are opened each day. Plaintiffs
18 allege that while PayPal has experienced a seven-fold increase in revenues and a thirteen-fold
19 increase in users, it only has doubled the number of service representatives available to address
20 customer concerns.

21 Plaintiffs contend that because PayPal's customer base has exceeded its operational
22 capacity, PayPal has been and continues to be unable to maintain and manage accounts in the
23 manner required by applicable state and federal legislation. Plaintiffs allege in particular that
24 when PayPal investigates a customer's complaint of fraud, it freezes the customer's access to his
25 or her account until the investigation is completed, but at the same time keeps the account open for
26

27

28 ¹ On March 29, 2002, the Court determined that the above entitled cases are related
pursuant to Civil L.R. 3-12(b).

1 deposits, a practice which allows PayPal to derive economic benefit from the deposits while
2 preventing customers from accessing even undisputed funds while the investigation is pending.
3 Plaintiffs further allege that PayPal does not provide a toll-free customer service telephone
4 number, does not effectively publish the customer service telephone number it does provide,
5 requires customers to report erroneous transactions by e-mail while not providing a specific
6 e-mail address for that purpose, requires customers to provide numerous and burdensome personal
7 documents before it undertakes an investigation, responds to e-mail inquiries with form letters,
8 refuses to provide details or explanations with respect to its investigations, and provides no
9 procedure by which a customer can appeal the results of an investigation. Plaintiffs also allege
10 that when customers *are* able to contact PayPal representatives, the representatives are combative
11 and rude, refuse to answer specific questions, hang up in the middle of phone calls, provide
12 "canned" responses to individualized problems, require customers to fax information while
13 providing inoperative fax numbers, and refuse to allow customers to speak to managers.

14 Newspaper articles have reported that disgruntled customers who have been unable to
15 contact anyone at PayPal to resolve their disputes have created their own website providing
16 consumers with difficult-to-find customer service numbers and reporting their own frustrations
17 with PayPal's service. According to these accounts, PayPal has a backlog of over 100,000
18 unanswered customer complaints, a fact that has led the Better Business Bureau to revoke its seal
19 of approval. Plaintiffs allege that PayPal profits from its alleged acts and omissions because
20 customers either abandon their efforts to recover their money or, in cases in which funds actually
21 are returned, because it retains the interest collected on the funds it has held during the
22 investigation process.²

23 *1. Craig Comb*

24 Plaintiff Craig Comb ("Comb"), who is not a PayPal customer, alleges the following: On
25 February 15, 2002, without his knowledge, consent or authorization, PayPal removed the sums of

26
27 ² PayPal objects to portions of the declarations and supporting exhibits submitted by
28 Plaintiffs Toher and Resnick as vague and ambiguous, irrelevant, improper opinion or conclusion,
lacking foundation, and violating the Best Evidence Rule. These objections are overruled.

1 \$110.00 and \$450.00 from his bank account. Comb allegedly had difficulty contacting PayPal with
2 respect to the erroneous transfer and finally reached a PayPal representative on February 18, 2002
3 to report the alleged error. PayPal acknowledged the error and returned the entire \$560.00 to
4 Comb's account on February 25, 2002.

5 PayPal's transfers, however, caused Comb's bank account to have insufficient funds, and
6 the bank charged Comb \$208.50 for failing to maintain his required balance. Comb contacted
7 PayPal and requested reimbursement for the insufficient fund penalty and any interest his funds
8 accrued while in PayPal's possession. PayPal allegedly refused to pay either amount, disputing
9 Comb's figures but failing to provide Comb its own figures or documentation of its investigation.

10 *2. Roberta Toher*

11 Plaintiff Roberta Toher ("Toher") alleges the following: Toher opened a PayPal account
12 sometime in 2000. PayPal failed to provide her with the name, address, and telephone number of a
13 person she should notify in the event of an unauthorized electronic transfer. On February 24, 2002,
14 Toher discovered that PayPal had transferred funds from her checking account to four individuals
15 without her knowledge, consent or authorization. Toher had difficulty locating any telephone
16 number for contacting PayPal. Once she found a telephone number, which was not toll-free, she
17 was placed on hold for a lengthy period of time, and no one answered her call. Toher then located
18 PayPal's e-mail address and reported the error by e-mail.

19 On or about February 25, 2002, PayPal responded to Toher by e-mail and instructed her to
20 report the erroneous transaction by sending her complaint to either of two e-mail addresses it
21 provided. Toher sent her complaint to one e-mail address, from which it was returned
22 undeliverable, and then to the other address. She also attempted again to contact PayPal by
23 telephone. After Toher again was placed on hold for a lengthy period of time, a PayPal
24 representative instructed her to change her password and report the error by telephone to a
25 different department. Toher called that department's telephone number and spoke with a service
26 representative who informed her that he had verified that the transaction had not been initiated by
27 Toher and that PayPal would send Toher a letter explaining how to report the transaction in
28

1 writing. During this time, the recipients who erroneously had received the funds e-mailed Toher
2 and inquired as to the reason for the payment.

3 On or about February 27, 2002, before her complaint had been investigated or resolved,
4 PayPal informed Toher that it intended to take money from her checking account because her bank
5 had declined a different, unrelated transaction. Toher called PayPal and explained that she had
6 filed a claim with respect to the erroneous withdrawal and instructed PayPal to stop removing
7 funds from the checking account. PayPal explained that there was nothing it could do to stop the
8 latter transaction, and Toher was forced to pay a \$27.00 fee to her bank to decline all subsequent
9 electronic transactions related to PayPal. Toher contacted PayPal to request for a second time the
10 letter explaining how to report her original claim. PayPal subsequently informed Toher that it
11 would begin processing her claim once she completed and returned a notarized affidavit by mail.

12 On March 6, 2002, PayPal sent Toher a series of e-mails explaining that because her bank
13 had declined its attempted transfers, PayPal intended to transfer funds from her credit card
14 account. Toher in turn closed and reopened her credit card account to prevent PayPal from
15 accessing her funds. As of the date the instant suit was filed, PayPal had not acknowledged that
16 Toher had reported an erroneous withdrawal or that an error had occurred, nor had it undertaken
17 any investigation with respect to Toher's complaint.³

18 *3. Jeffrey Resnick*

19 Plaintiff Jeffrey Resnick ("Resnick") alleges the following: Resnick registered an account
20 with PayPal and linked his e-mail address resnickjeff@hotmail.com (with two "f's) to that
21 account. He used the account to sell comic books on eBay, an Internet auction service. On January
22 29, 2002, a third party appropriated Resnick's PayPal user name and password and linked an
23 e-mail account resnickjefff@hotmail.com (with three "f's) to Resnick's PayPal account. The third
24

25
26 ³ Although she does not so allege in her complaint, Toher claims in her responding papers
27 that PayPal still holds \$136.48 of her money and refuses to return it on the basis that she failed to
28 cooperate with PayPal's investigation. PayPal disputes Toher's allegations and provides the
results of its investigation, asserting that Toher's only legitimate claim could be for the return of
the \$27.00 she elected to pay to her bank to prevent further electronic transfers.

1 party sold two Apple Computers on eBay, and the buyers deposited their payment into the
2 fraudulent account. When the buyers did not receive their product, they filed a complaint with
3 PayPal, which without notice or explanation then restricted Resnick's legitimate account.

4 In late January or early February 2002, Resnick learned that his account had been restricted
5 and contacted PayPal to inquire as to the reason. Once informed of the circumstances, Resnick
6 explained that he had not sold the computers and stated that because the fraudulent account's e-
7 mail address contained three "f's rather than two, someone must have appropriated his account
8 information. At the time he filed the instant suit, although more than forty-five days had elapsed
9 since he informed PayPal of its error, he had not received any information or documentation with
10 respect to the status of PayPal's investigation, and PayPal had not unrestricted or credited his
11 account.⁴

12 **B. User Agreement**

13 PayPal customers open an account by completing an online application for a personal,
14 premier, or business account. A prospective customer clicks a box at the bottom of the application
15 page that reads, "[you] have read and agree to the User Agreement and [PayPal's] privacy policy." A link
16 to the text of the User Agreement is located at the bottom of the application. The link need
17 not be opened for the application to be processed. The User Agreement is lengthy, consisting of
18 twenty-five printed pages and eleven sections, each containing a number of subparagraphs
19 enumerating the parties' respective obligations and duties.⁵

20 PayPal admonishes every customer to read the User Agreement carefully, informs him or
21 her that the Agreement forms a binding contract, and advises the customer to retain a copy of the
22 User Agreement.⁶ The User Agreement is a "clickwrap contract," formed when the customer

24 ⁴ In its moving papers, PayPal rebuts Resnick's allegations of innocence and provides the
25 results of its investigation.

26 ⁵ For purposes of the present motions and unless otherwise noted, all references are to the
27 June 27, 2002 version of the User Agreement submitted with PayPal's moving papers.

28 ⁶ The User Agreement begins with the following statement:
This User Agreement ("Agreement" or "User Agreement") is a contract between

1 "click[s] 'I Agree,' 'I Accept,' or by submitting payment information through the Service. . . ."

2 User Agreement, ¶ 2.⁷

3 The User Agreement contains the following arbitration clause:

4 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement
5 or the provision of Services shall be settled by binding arbitration in accordance
6 with the commercial arbitration rules of the American Arbitration Association. Any
7 such controversy or claim shall be arbitrated on an individual basis, and shall not
8 be consolidated in any arbitration with any claim or controversy of any other party.
9 The arbitration shall be conducted in Santa Clara County, California, and judgment
on the arbitration award may be entered in any court having jurisdiction thereof.
Either you or PayPal may seek any interim or preliminary relief from a court of
competent jurisdiction in Santa Clara County, California necessary to protect the
rights or property of you or PayPal, Inc. (or its agents, suppliers, and
subcontractors) pending the completion of arbitration.

10 User Agreement, Section II (19).

11 II. DISCUSSION

12 The FAA was enacted to overcome longstanding judicial reluctance to enforce agreements
13 to arbitrate. Bradley v. Harris Research, Inc., 275 F.3d 884, 888 (9th Cir. 2001). It applies to all
14 written contracts involving interstate or foreign commerce and provides in relevant part that
15 arbitration agreements contained within such contracts "shall be valid, irrevocable, and
16 enforceable, save upon such grounds as exist at law or in equity for the revocation of any
17 contract." 9 U.S.C. § 2. "The FAA creates a body of federal substantive law of arbitrability,
18 enforceable in both state and federal courts and pre-empting any state laws or policies to the
19 contrary." Ticknor v. Choice Hotels Int'l, Inc., 265 F.3d 931, 936 (9th Cir. 2001) (citations and
20 internal quotation omitted). As a result, state laws hostile to arbitration agreements have been held

21
22 you and PayPal, Inc. and applies to your use of the PayPal™ payment service and
23 any related products and services (collectively the "Service"). This Agreement
24 affects your rights and you should read it carefully. We encourage you to print the
Agreement or copy it to your computer's hard drive for your reference.

25 ⁷ ¶ 2 provides that:

26 [Y]ou agree to the terms and conditions of this Agreement, the PayPal Privacy
27 Policy, and any documents incorporated by reference. You further agree that this
User Agreement forms a legally binding contract between you and PayPal, and that
28 this Agreement constitutes "a writing signed by You" under any applicable law or
regulation.

1 invalid on the ground that such laws frustrate congressional intent to place arbitration agreements
2 on the same footing as other contracts. Bradley, 275 F.3d at 889.

3 State law is not entirely displaced from FAA analysis, however. It is undisputed that
4 “generally applicable contract defenses, such as fraud, duress, or unconscionability, may be
5 applied to invalidate arbitration agreements without contravening § 2.” Doctor’s Assocs., Inc. v.
6 Casarotto, 517 U.S. 681, 686 (1996). Here, the User Agreement is “governed by and interpreted
7 under the laws of the state of California . . . [as] applied to agreements entered into and to be
8 performed entirely within California by California residents.” User Agreement, Section II (18).
9 Because there is no dispute that the contract at issue in this case involves interstate commerce, this
10 Court’s role thus is limited to determining whether under California law (1) a valid agreement to
11 arbitrate exists and, if so, (2) whether the agreement encompasses the dispute at issue. See Chiron
12 Corp. v. Ortho Diagnostic Sys., Inc., 207 F.3d 1126, 1130 (9th Cir. 2000). If both of these
13 requirements are satisfied, the FAA requires this Court to enforce the subject arbitration clause in
14 accordance with the terms of the User Agreement. Id.

15 **A. Agreement to Arbitrate**

16 Even though California has a strong policy favoring arbitration, “[i]t is beyond cavil that
17 arbitration is a matter of contract and a party cannot be required to submit to arbitration any
18 dispute which he has not agreed so to submit.” Ajida Tech., Inc., v. Roos Instruments, Inc., 87
19 Cal.App.4th 534, 541 (2001) (citations and internal quotation omitted). The Court must interpret
20 the parties’ written agreement so as to give effect to the parties’ mutual intention. Ben-Zvi v.
21 Edmar Co., 40 Cal.App.4th 468, 473 (1995); Floystrup v. City of Berkeley Rent Stabilization Bd.,
22 219 Cal.App.3d 1309, 1317 (1990). If possible, the Court will determine the parties’ intention
23 solely from the language of the agreement itself. Ben-Zvi, 40 Cal.App.4th at 473. Extrinsic
24 evidence is admissible, however, if the offered evidence is relevant to prove the meaning of
25 ambiguous language and such interpretation is reasonable in light of all the facts, circumstances,
26 and conditions surrounding the execution of the agreement. Oakland-Alameda County Coliseum v.
27 Oakland Raiders, Ltd., 197 Cal.App.3d 1049, 1057-58 (1988). “Because the existence of the
28 agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of

1 proving its existence by a preponderance of the evidence.” Rosenthal v. Great W. Fin. Securities
2 Corp., 14 Cal.4th 394, 413 (1996).

3 It is undisputed that Comb’s claims are not subject to arbitration. With respect to Toher
4 and Resnick, PayPal failed to submit with its original moving papers copies of the agreements into
5 which Toher and Resnick allegedly entered, arguing that circumstantial evidence sufficiently
6 demonstrates assent by these Plaintiffs to the User Agreement PayPal currently offers its new
7 customers. At oral argument, PayPal reiterated its claim that Resnick entered into an agreement
8 containing the exact arbitration clause found in Section II (19) of the current User Agreement, but it
9 conceded that the version of the User Agreement entered into by Toher did not contain the subject
10 arbitration clause. PayPal nonetheless argued that Toher is bound to the *current* User Agreement,
11 including the arbitration clause, because the version of the User Agreement Toher did accept binds
12 her to any subsequent revisions to the User Agreement. After the hearing, PayPal submitted
13 supplemental declarations and exhibits (“the Supplemental Material”) from PayPal’s Senior
14 Manager for Online Communications and Marketing Damon Billian.⁸ The Supplemental Material
15 provides an electronic record of the dates Toher and Resnick opened their respective accounts, a
16 copy of the version of the User Agreement PayPal claims was in effect at the time the respective
17 accounts were opened, and copies of five subsequent versions of the User Agreement.

18 Although an electronic record constitutes sufficient evidence that the parties have entered
19 into a binding agreement, the applicable statutes require production of *a record* that the parties
20 have entered into an agreement and evidence of the terms and conditions contained in such
21 agreement. Plaintiffs argue that the Supplemental Material contains no evidence of any electronic
22

23 ⁸ Plaintiffs object strenuously to the Court’s consideration of the Supplemental Material.
24 They argue that PayPal filed these documents in violation of this Court’s Local Rules, and that the
25 documents demonstrate that PayPal’s original claim that Toher agreed to arbitration was false.
26 The Court agrees that the filing did not comply with the Local Rules, and one reasonably may infer
27 from the circumstances that PayPal’s counsel at the very least were negligent in their original
28 representations to the Court. The Court does not take such irregularities lightly and will not
hesitate to impose sanctions should this situation arise again. Nonetheless, because it concludes
that the interests of justice are best served by reaching Plaintiffs’ unconscionability arguments, the
Court has given counsel the benefit of the doubt and has considered the Supplemental Material.

1 or actual record of Plaintiffs' assent to the purported agreements. The Court agrees that PayPal
2 has made a weak showing, but for purposes of the instant motion, it will assume without deciding
3 that the circumstantial evidence is sufficient to demonstrate that Toher and Resnick entered into
4 agreements with PayPal.⁹

5 **B. Unconscionability**

6 Plaintiffs argue that even if they did enter into a version of the User Agreement, the User
7 Agreement and in particular its arbitration clause are unconscionable. Unconscionability is a
8 defense applicable to contracts generally and thus may be raised in defense to an arbitration
9 provision. Blake v. Ecker, 93 Cal.App.4th 728, 741 (2001). Unconscionability has both
10 procedural and substantive components. Id. at 742. The procedural component is satisfied by the
11 existence of unequal bargaining positions and hidden terms common in the context of adhesion
12 contracts. Id. The substantive component is satisfied by overly harsh or one-sided results that
13 "shock the conscience." Id. The two elements operate on a sliding scale such that the more
14 significant one is, the less significant the other need be. Id. at 743. A claim of unconscionability
15 cannot be determined merely by examining the face of the contract; there must be an inquiry into the
16 circumstances under which the contract was executed, its purpose, and effect. Id.

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21 **1. Procedural Unconscionability**

22 A contract or clause is procedurally unconscionable if it is a contract of adhesion. Flores

23

24 ⁹ PayPal argues that because the User Agreement entered into by Toher provides that "this
25 Agreement is subject to change at any time without notice," she assented to the arbitration clause
26 that PayPal inserted into a subsequent version of the User Agreement. In light of the disposition of
27 the motion, the Court need not decide whether such a provision ever could result in a binding
28 agreement to arbitrate. As discussed below, however, PayPal's unilateral and apparently
unfettered right to revise the User Agreement does bear on the question of whether the User
Agreement is substantively unconscionable.

1 v. Transamerica HomeFirst, Inc., 93 Cal.App.4th 846, 853 (2001). A contract of adhesion, in turn,
2 is a “standardized contract, which, imposed and drafted by the party of superior bargaining
3 strength, relegates to the subscribing party only the opportunity to adhere to the contract or reject
4 it.” Armendariz v. Foundation Health Psychcare Serv., 24 Cal.4th 83, 113 (2000) (citations and
5 internal quotation omitted). Although PayPal does not dispute that the agreement and arbitration
6 clause at issue here meet this definition, it asserts that the instant contract is not procedurally
7 unconscionable because it does not concern essential items such as food or clothing and because
8 Plaintiffs had meaningful alternative sources for the subject services.

9 Relying upon Dean Witter Reynolds, Inc. v. Superior Court, 211 Cal.App.3d 758, 769
10 (1989), PayPal argues that the availability of alternative sources is enough to defeat a showing of
11 procedural unconscionability. In Dean Witter, however, the California Court of Appeal noted that
12 the party asserting unconscionability was “a sophisticated investor” and that “[t]he record
13 establish[ed] without conflict that other financial institutions offered competing IRA’s which
14 lacked the challenged provision.” Id. at 771. In this case, the amount of the average transaction is
15 \$55.00, the vast majority of PayPal customers are private individuals who are not “sophisticated,”
16 and there is at least a factual dispute as to whether PayPal’s competitors offer their services
17 without requiring customers to enter into arbitration agreements.¹⁰ The Dean Witter court
18 explicitly limited its holding, indicating that a claim of procedural unconscionability cannot be
19 defeated merely by “any showing of competition in the marketplace as to the desired goods and
20 services. . . .” Id. at 772 (emphasis in original). PayPal cites no authority extending Dean Witter
21 to circumstances analogous to those presented here. Cf. Armendariz, 24 Cal.4th at 113 (rejecting
22 argument that contract between employer and employee was not adhesive because employer
23 demonstrated existence of alternative sources of employment that were not conditioned on the
24 acceptance of an arbitration clause). See also, Szetela v. Discover Bank, 97 Cal.App.4th 1094,
25

26

¹⁰ The record also demonstrates that individuals who are not account holders must register
27 with the service as a precondition to accessing funds that an account holder sends to them.
28 Although none of the named Plaintiffs opened an account by such means, the Court notes that such
individuals would not have any meaningful alternatives available to them.

1 1100 (2002) (finding availability of substitute goods not "the relevant test for unconscionability" in
2 dispute between unsophisticated consumer and large financial institution). The Court concludes
3 that the User Agreement at issue here satisfies the criteria for procedural unconscionability under
4 California law.

5 **2. Substantive Unconscionability**

6 Even if instant agreement is procedurally unconscionable, it may nonetheless be
7 enforceable if the substantive terms are reasonable. See Craig v. Brown & Root, Inc., 84
8 Cal.App.4th 416, 422-23 (2000) (finding contract of adhesion to arbitrate disputes enforceable).
9 The Court's principal substantive concerns in the present case are a lack of mutuality in the User
10 Agreement and the practical effects of the arbitration clause with respect to consolidation of
11 claims, the costs of arbitration, and venue.

12 **a. Mutuality**

13 Substantive unconscionability has been found in many cases based upon arbitration
14 provisions requiring arbitration of the weaker party's claims but permitting a choice of forums for
15 the stronger party. See, e.g., Ticknor, 265 F.3d at 940-41; Mercuro v. Superior Court, 96
16 Cal.App.4th 167, 176 (2002). Considered in isolation, the arbitration clause at issue here appears
17 to permit a mutuality of remedies, providing that "[e]ither you or PayPal may seek any interim or
18 preliminary relief from a court of competent jurisdiction in Santa Clara County, California
19 necessary to protect the rights or property of you or PayPal, Inc. (or its agents, suppliers, and
20 subcontractors) pending the completion of arbitration." User Agreement, Section II (19). Section
21 V(3) of the User Agreement, however, provides that in the event of a dispute, PayPal "at its sole
22 discretion" may restrict accounts, withhold funds, undertake its own investigation of a customer's
23 financial records, close accounts, and procure ownership of all funds in dispute unless and until
24 the customer is "later determined to be entitled to the funds in dispute." PayPal alone makes the
25 final decision with respect to a dispute.¹¹ Finally, as noted earlier, the User Agreement "is subject

27 ¹¹ Section V(3) provides:

28 PayPal, at its sole discretion, reserves the right to close an account at any time for

1 to change by PayPal without prior notice (unless prior notice is required by law), by posting of the
2 revised Agreement on the PayPal website.”¹²

3 A contract may provide a “margin of safety” that provides the party with superior
4 bargaining strength protection for which it has a legitimate commercial need. “However, unless
5 the ‘business realities’ that create the special need for such an advantage are explained in the
6 contract itself, . . . it must be factually established.” Stirlen v. Supercuts, Inc., 51 Cal.App.4th
7

8 any reason, including but not limited to a violation of this Agreement, upon notice
9 to the User and payment to the User of any unrestricted funds held in custody.
10 PayPal, at its sole discretion, also reserves the right to periodically retrieve and
11 review a business and / or consumer credit report for any account, and reserves the
right to close an account based on information obtained during this credit review
process.

12 PayPal, at its sole discretion, also reserves the right to restrict withdrawals from an
13 account for any one of the events listed below. If the dispute covers only a specific
14 transaction, we will only restrict funds related to that particular transaction. If your
15 account is restricted, you will be notified by e-mail and requested to provide
16 information relevant to your account. PayPal will investigate the matter promptly. If the
17 investigation is in your favor, we will unrestrict your account. If the
18 investigation is not in your favor, PayPal may return funds to the sender and
19 unrestrict the remainder of your account, continue the restriction for up to 180 days
20 as to funds necessary to protect PayPal against the risk of reversals, or may close
21 your account by giving you notice and mailing a check for any funds in your account
22 (minus funds that are in dispute) to the address that you have provided. If you are
23 later determined to be entitled to the funds in dispute, PayPal will make an
additional payment of those funds to you. Any of the following events may lead to a
restriction of your account . . . [omitting list of nineteen provisions that include
“Receipt of potentially fraudulent funds,” “Refusal to cooperate in an
investigation,” “Opening multiple Personal accounts,” and “Logging in from a
country not included on PayPal’s permitted countries list.”]. . . [¶] PayPal will use
reasonable efforts to investigate accounts that are subject to a restriction and to
reach a final decision promptly.

24 ¹² ¶ 2 provides:
25 This Agreement is subject to change by PayPal without prior notice (unless prior
26 notice is required by law), by posting of the revised Agreement on the PayPal
27 website. Descriptions of material amendments to this Agreement will be posted in
28 advance on the PayPal website in the “Policy Updates” section that is displayed to
you when you log in to your account. You can also set your Preferences to receive
e-mail notification of all policy updates. You may review the current Agreement
prior to initiating a transaction at any time at our User Agreement page.

1 1519, 1536 (1997). When a contract is alleged to be unconscionable, “the parties shall be
2 afforded a reasonable opportunity to present evidence as to its commercial setting, purpose, and
3 effect to aid the court in making the determination.” Cal. Civ. Code § 1670.5. The statutory
4 scheme reflects “legislative recognition that a claim of unconscionability often cannot be
5 determined merely by examining the face of the contract, but will require inquiry into its setting,
6 purpose, and effect.” Stirlen, 51 Cal.App.4th at 1536 (citations and internal quotations omitted).

7 PayPal argues that the User Agreement does not lack mutuality because nothing in the
8 agreement precludes a customer from using the court system to seek any relief related to a
9 restricted account pending the outcome of an arbitration proceeding. However, Plaintiffs present
10 evidence that PayPal has frozen customer accounts and retained funds that it alone determined
11 were subject to dispute without notice to the named Plaintiffs. The User Agreement expressly
12 authorizes PayPal to engage in such conduct unilaterally. While in theory a customer may seek
13 provisional relief in the courts, including presumably an order to unfreeze an account, the cost of
14 doing so would be prohibitive in relation to the amounts typically in dispute. For all practical
15 purposes, a customer may resolve disputes only after PayPal has had control of the disputed funds
16 for an indefinite period of time. Although PayPal alone may amend the User Agreement without
17 notice or negotiation, a customer is bound to any and all such amendments for the duration of the
18 customer’s relationship with PayPal. PayPal has not shown that “business realities” justify such
19 one-sidedness. See, e.g. Flores, 93 Cal.App.4th at 854 (finding lack of mutuality when debtor
20 must arbitrate any controversy arising out of a loan whereas the lender may proceed by judicial or
21 nonjudicial foreclosure, by self-help remedies such as setoff, and by injunctive relief to obtain
22 appointment of a receiver); Stirlin, 51 Cal.App.4th at 1540 (finding that a mandatory arbitration
23 requirement realistically applies “primarily if not exclusively” to claims filed by the employer in
24 light of employer’s failure to identify any provision of the contract or statute likely to give rise to a
25 claim to which it would be compelled to submit to arbitration).

26 **b. Prohibition against Consolidation of Claims**

27 The subject arbitration clause expressly prohibits PayPal customers from consolidating
28

1 their claims. Relying upon Vernon v. Drexel Burnham & Co., 52 Cal.App.3d 706, 716 (1975),
2 PayPal argues that such a prohibition cannot render an agreement to arbitrate substantively
3 unconscionable. The arbitration clause in Vernon, however, did not preclude consolidation of
4 claims *per se*, and whatever relevance Vernon may have in this case is overshadowed by the much
5 more recent decision of the California Court of Appeal in Szetela v Discover Bank, 97
6 Cal.App.4th at 1094. As is this case here, the arbitration agreement at issue in Szetela
7 categorically prohibited individual customers from joining or consolidating claims in arbitration.
8 The court determined that a large credit card company could not enforce the prohibition with
9 respect to consumer claims against it because in practice most claims likely would involve
10 consumers seeking the return of small amounts of money, and any remedy obtained by the few
11 consumers who would not be dissuaded from pursuing their rights would pertain only to those
12 consumers without collateral estoppel effect. Id. at 1101. The court concluded that such
13 circumstances raise “[t]he potential for millions of customers to be overcharged small amounts
14 without an effective method of redress. . . .” Id.

15 PayPal argues that because federal cases applying the FAA have enforced arbitration
16 clauses containing such prohibitions on collective actions,¹³ Szetela is irrelevant to the present
17 proceedings. In the Ninth Circuit, however, while the FAA preempts any legislation “specifically
18 aimed at arbitration agreements,” “[i]n all situations where arbitration provisions are placed on
19 the same footing as other contracts, state law applies.” Ticknor, 265 F.3d at 941 (citation and
20 internal quotation omitted). Thus, while California’s consumer protection statutes cannot prevent
21 enforcement under the FAA of a prohibition on collective actions as such, a federal court properly
22 may consider whether such a prohibition in combination with other provisions and circumstances
23 renders an agreement substantively unconscionable as a matter of state law.

24 **c. Costs of Arbitration**

25 Plaintiffs claim that the cost of an individual arbitration under the User Agreement is likely
26 to exceed \$5,000 and submit declarations stating that such arbitration would be cost-prohibitive
27

28 ¹³ See, e.g., Champ v. Siegel Trading Co., 55 F.3d 269, 274-75 (7th Cir. 1995); Gilmer v. Interstate/Johnson Lane Corp., 500 U.S. 20, 32 (1991).

1 for them.¹⁴ PayPal disputes Plaintiffs' calculation of costs, contending that because any arbitration
2 in practice would proceed under the consumer rules of the American Arbitration Association
3 ("AAA"), a customer's only expense would be a filing fee of approximately \$125.00.

4 The arbitration clause itself expressly undercuts PayPal's assertion. It states in pertinent
5 part that "[a]ny controversy or claim arising out of or relating to this Agreement or the provision of
6 Services shall be settled by binding arbitration in accordance with the *commercial* arbitration
7 rules of the American Arbitration Association." (emphasis added).¹⁵ Further, because the clause is
8 silent as to who bears the cost of arbitration, under California law each party is required to pay a
9 *pro rata* share of the "expenses and fees of the neutral arbitrator, together with other expenses of
10 the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness
11 fees or other expenses incurred by a party for his own benefit." Cal. Code Civ. P. § 1284.2.

12 Unlike the plaintiff in Green Tree Fin. Corp.-Ala. v. Randolph, 531 U.S. 79 (2000) who
13 claimed that the unknown and unidentified risk of excessive fees should be sufficient to defeat a
14 valid arbitration clause, the named Plaintiffs here, none of whose individual claims exceeds
15 \$310.00, have shown that the costs each of them is likely to incur in commercial arbitration likely
16 would exceed those involved in bringing a collective action. By allowing for prohibitive
17 arbitration fees and precluding joinder of claims (which would make each individual customer's
18 participation in arbitration more economical), PayPal appears to be attempting to insulate itself
19 contractually from any meaningful challenge to its alleged practices. Under these circumstances,
20 the Court concludes that this aspect of the arbitration clause is so harsh as to be substantively
21 unconscionable. See, e.g., Armendariz, 24 Cal.4th at 113.

22 **d. Venue**

23 _____
24 ¹⁴ PayPal objects to the declaration of Ann Saponora as exceeding the page limitations
25 applicable to Plaintiffs' opposing papers and object to various portions of the declaration as vague
26 and ambiguous, irrelevant, lacking foundation, hearsay, improper opinion, conclusion, speculation,
27 violating the Best Evidence Rule, and improper use of case law and argument in a declaration.
The objections are overruled. See also, supra n.2.

28 ¹⁵ The AAA rules, offered in evidence by PayPal at oral argument, plainly contain distinct
procedures for "commercial" and "consumer" arbitrations.

The User Agreement requires that any arbitration take place in Santa Clara County, California. PayPal argues that this venue provision is not unconscionable because forum selection clauses in general are *prima facie* valid, courts have found similar forum selection clauses in arbitration clauses reasonable, and the named Plaintiffs themselves elected to litigate in this Court, thereby undercutting any claim that the contractual forum is burdensome or inconvenient for them.

Although it is true that forum selection clauses generally are presumed *prima facie* valid, a forum selection clause may be unconscionable if the "place or manner" in which arbitration is to occur is unreasonable taking into account "the respective circumstances of the parties." Bolter v. Superior Court, 87 Cal.App.4th 900, 909 (2001). The record in this case shows that PayPal serves millions of customers across the United States and that the amount of the average transaction through PayPal is \$55.00. Although PayPal cites to unpublished or out-of-state authority holding that such facts do not warrant a finding of unconscionability, PayPal cites no California authority holding that it is reasonable for individual consumers from throughout the country to travel to one locale to arbitrate claims involving such minimal sums. Limiting venue to PayPal's backyard appears to be yet one more means by which the arbitration clause serves to shield PayPal from liability instead of providing a neutral forum in which to arbitrate disputes.¹⁶ See, e.g., Bolter, 87 Cal.App.4th at 909 (finding that enforcement of forum selection clause providing that claims are arbitrated exclusively in Utah would be cost prohibitive in light of fact that the potential claimants located around the country would be required to retain counsel familiar with Utah law).¹⁷

III. DISPOSITION

Having considered the terms of the User Agreement generally and the arbitration clause in

¹⁶ As it does with respect to the costs of arbitration, PayPal contends that the AAA consumer rules mitigate any unfairness by permitting telephonic participation in arbitration hearings. As already discussed, however, the User Agreement on its face provides that the AAA commercial rules apply.

¹⁷ Plaintiffs also contend that the subject arbitration clause is unconscionable because it requires them to waive statutory rights. The Court does not find this contention persuasive, and in any event it need not reach it.

1 particular, as well as the totality of the circumstances, the Court concludes that the User Agreement
2 and arbitration clause are substantively unconscionable under California law and that arbitration
3 cannot be compelled herein. Good cause therefor appearing, IT IS HEREBY ORDERED that the
4 motions to compel individual arbitration are DENIED.

5

6 DATED: August 30, 2002

/s/ (electronic signature authorized)

7

JEREMY FOGEL

United States District Judge

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23 Copies of Order mailed on _____ to:

24

Patricia I. Avery
pavery@wolfspopper.com

26

David J. Brown
djbrown@brobeck.com

27

Michael Shawn Connell
msconnell@brobeck.com

28

18

Case No. C-02-1227 JF (PVT), C-02-2777 JF (PVT)
ORDER DENYING MOTIONS TO COMPEL INDIVIDUAL ARBITRATION
(JFLC3)

1 Eric H. Gibbs
2 girardgibbs@girardgibbs.com

3 Daniel C. Girard
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5 David S. Harris
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Ended:

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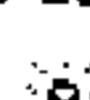
Start time:

Apr-11-05 13:18:18 PDT

History:

1 bid (US \$600.00 starting bid)

Buyer:

kathleen7605 (0) 

Item location:

Asheville, NC
United States

Ships to:

Worldwide

Shipping costs: US \$30.00 - US Postal Service
Parcel Post® (within
United States)
Other shipping services available**Seller information**[thbarnes2k \(43 !\[\]\(ab35cdc8ad89e9839b7e519b278a6b06_img.jpg\)](#)

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Item Specifics - PC Laptops

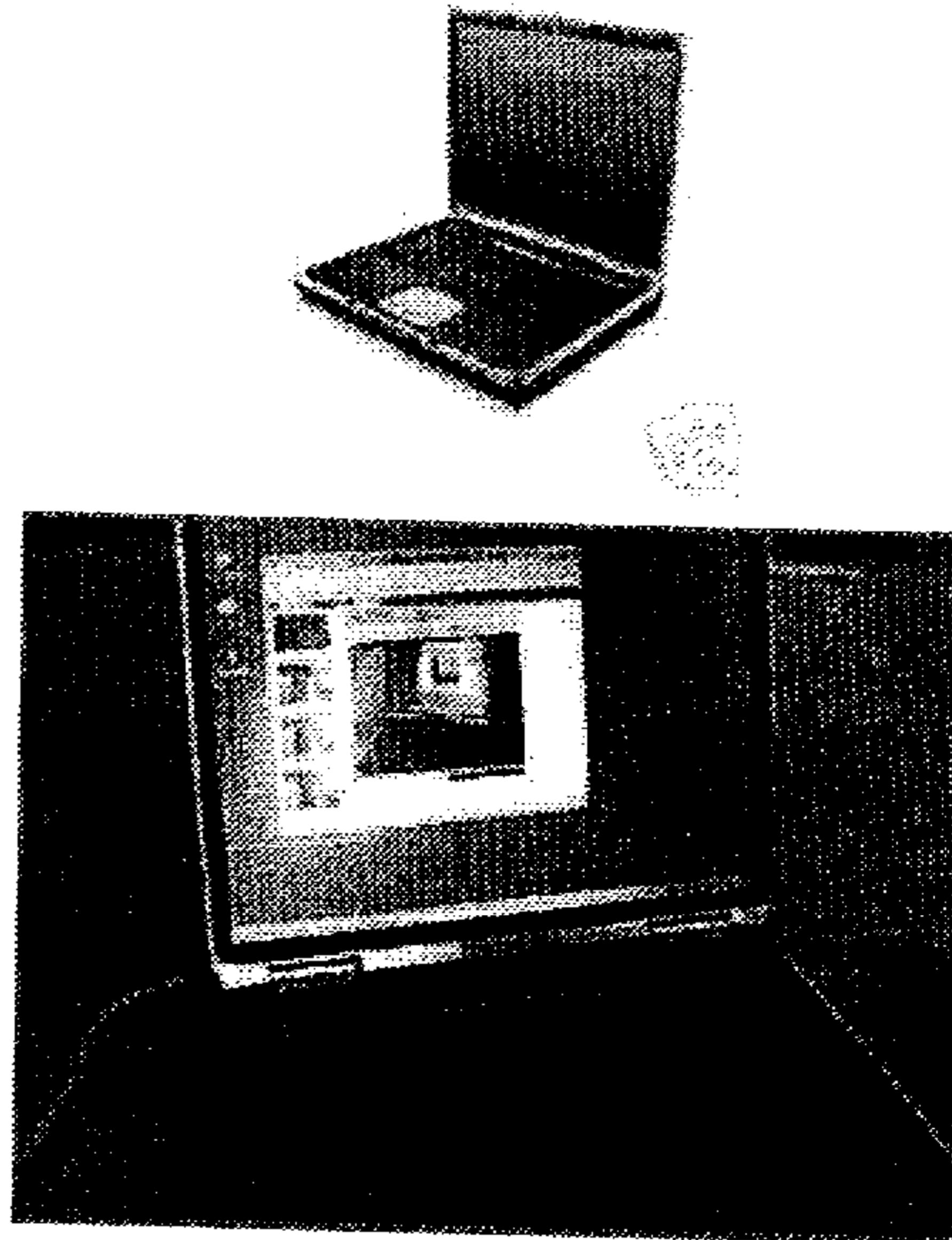
Brand: **HP**
Chip Type: **AMD Athlon XP, XP-M**
Model: **AMD 2000+**
Processor Speed: **1.7 GHz**
Memory (RAM): **256 MB**

Hard Drive Capacity: **40 GB**
Screen Size: **15 inches**
Operating System Included: Yes
Primary Drive: **CD-RW/DVD Combo**
Condition: **—**

HP Pavillion Laptop ZE4325US

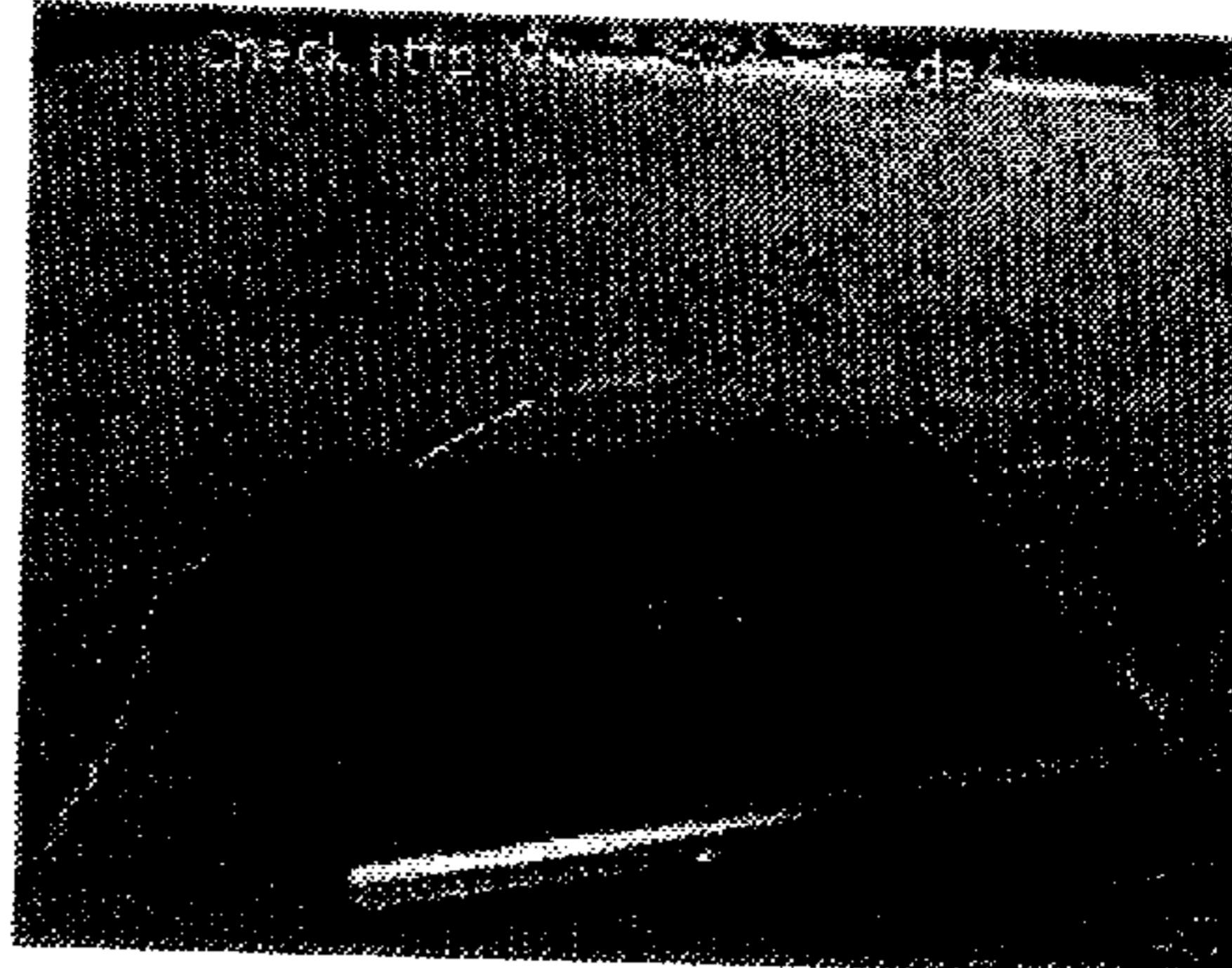


AMD Athlon XP 2000+
(1.7Ghz) Processor
15" TFT LCD Screen (up to
1024x768 res.)
256MB SDRAM RAM
(266Mhz)
ATI U1/ALI 1535+
Chipset/128KB L2 Cache
40GB EIDE Hard Drive
ATI Mobility Radeon 4x AGP
Graphics w/ 64MB VRAM
DVD+CD-RW Combo Drive
(24x/8x/8x)
88-key Keyboard with 5 One-
Touch Access keys

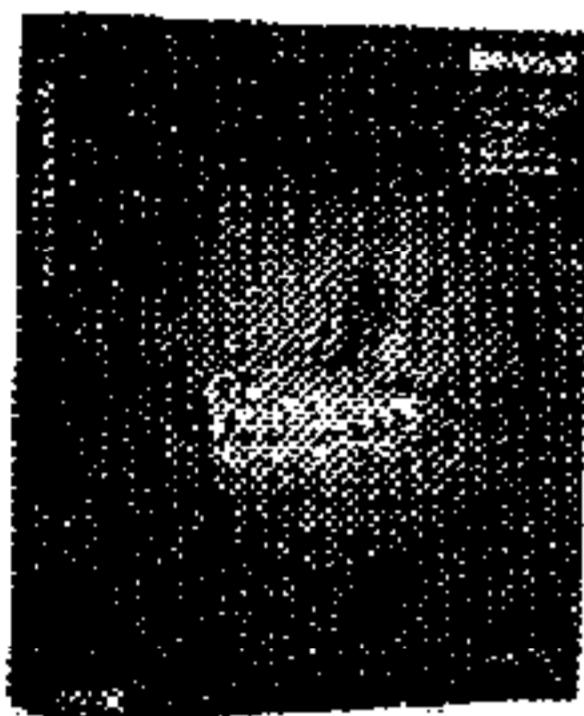


Built-In 56K Modem
and 10/100 Ethernet
Built-In Altec-Lansing Stereo
Speakers
2 USB/S-
Video/VGA/Serial/Parallel/PS2
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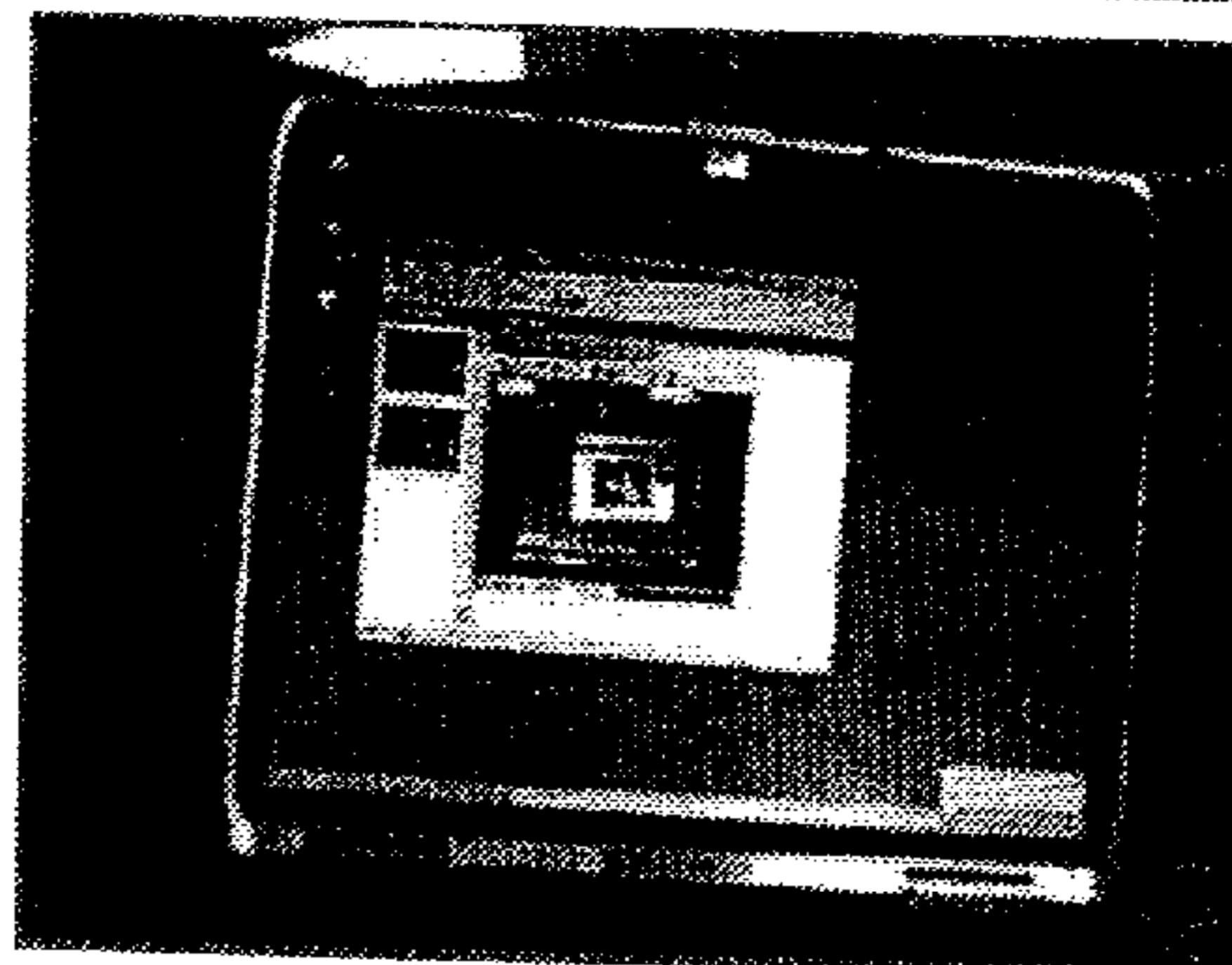
12.96"(l)x10.71"(w)x1.62"(h)
7.25lbs



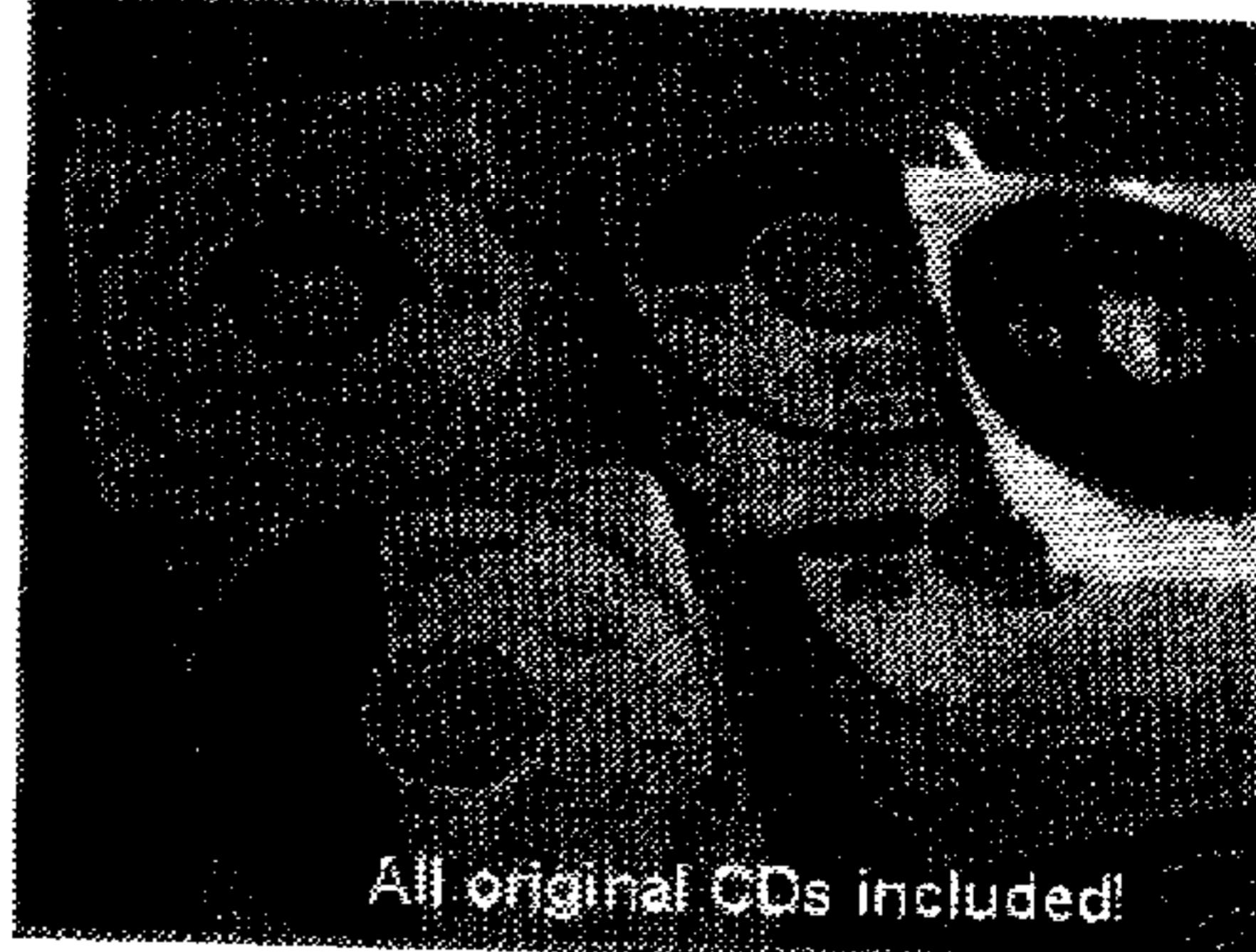
Software:



Windows XP Home
with Service Pack 2
Norton Anti-Virus
WordPerfect 10 / Quattro Pro
10
Roxio CD Creator / InterVideo
WinDVD Gold
Quicken Personal Edition
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****All Original Disks Included****



Also Included:

AC Charger (a \$100 value)
Second Lithium-Ion Battery (a
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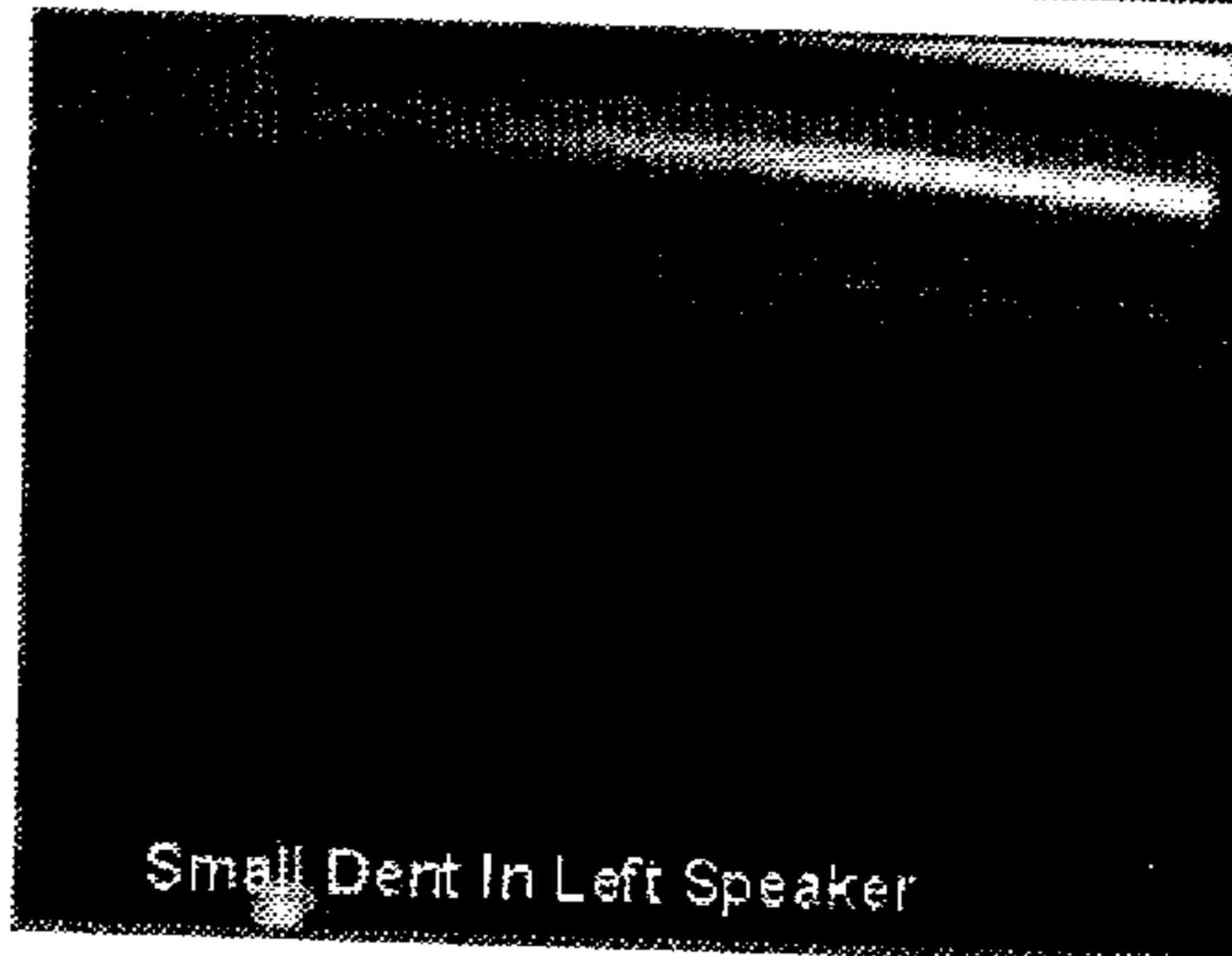
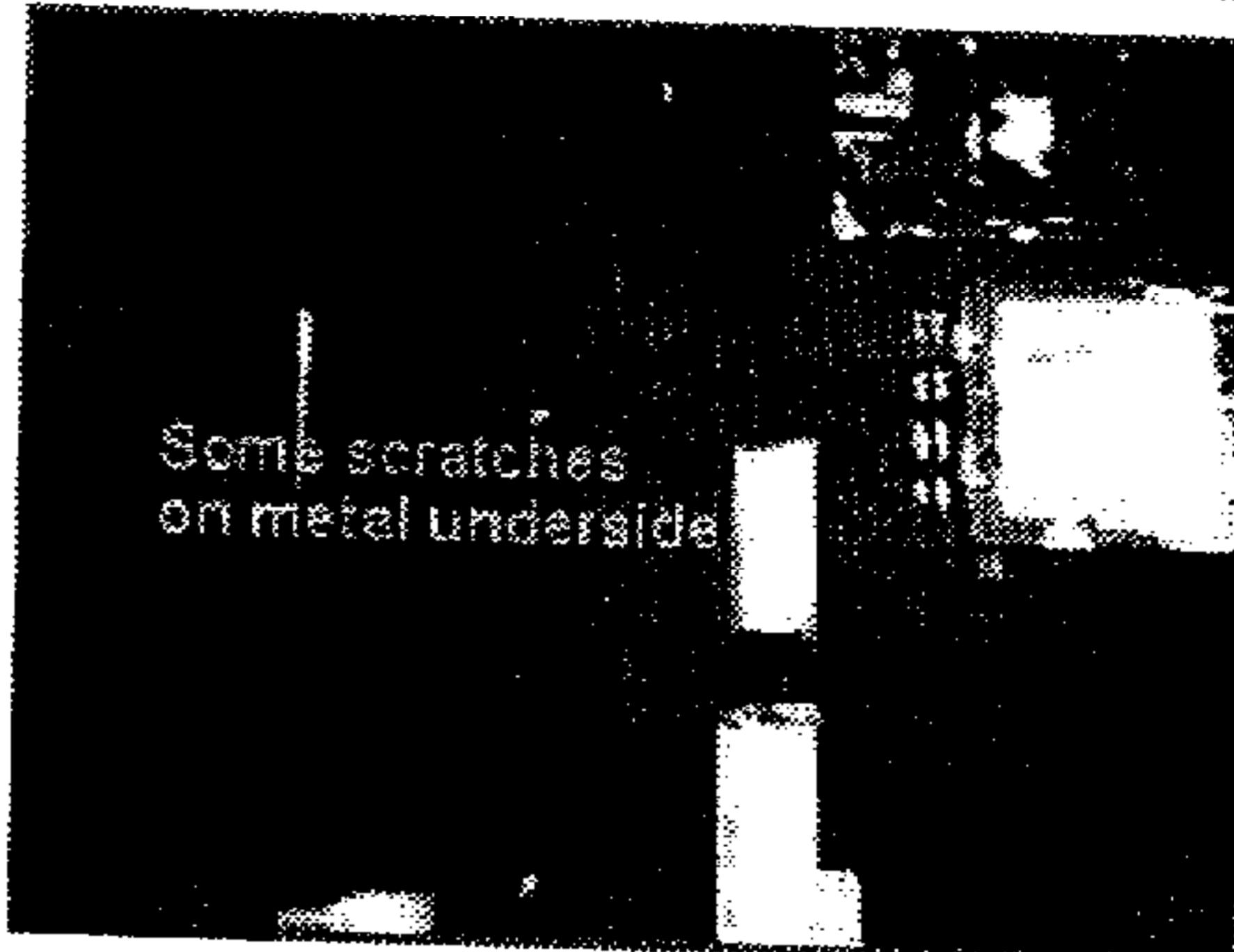
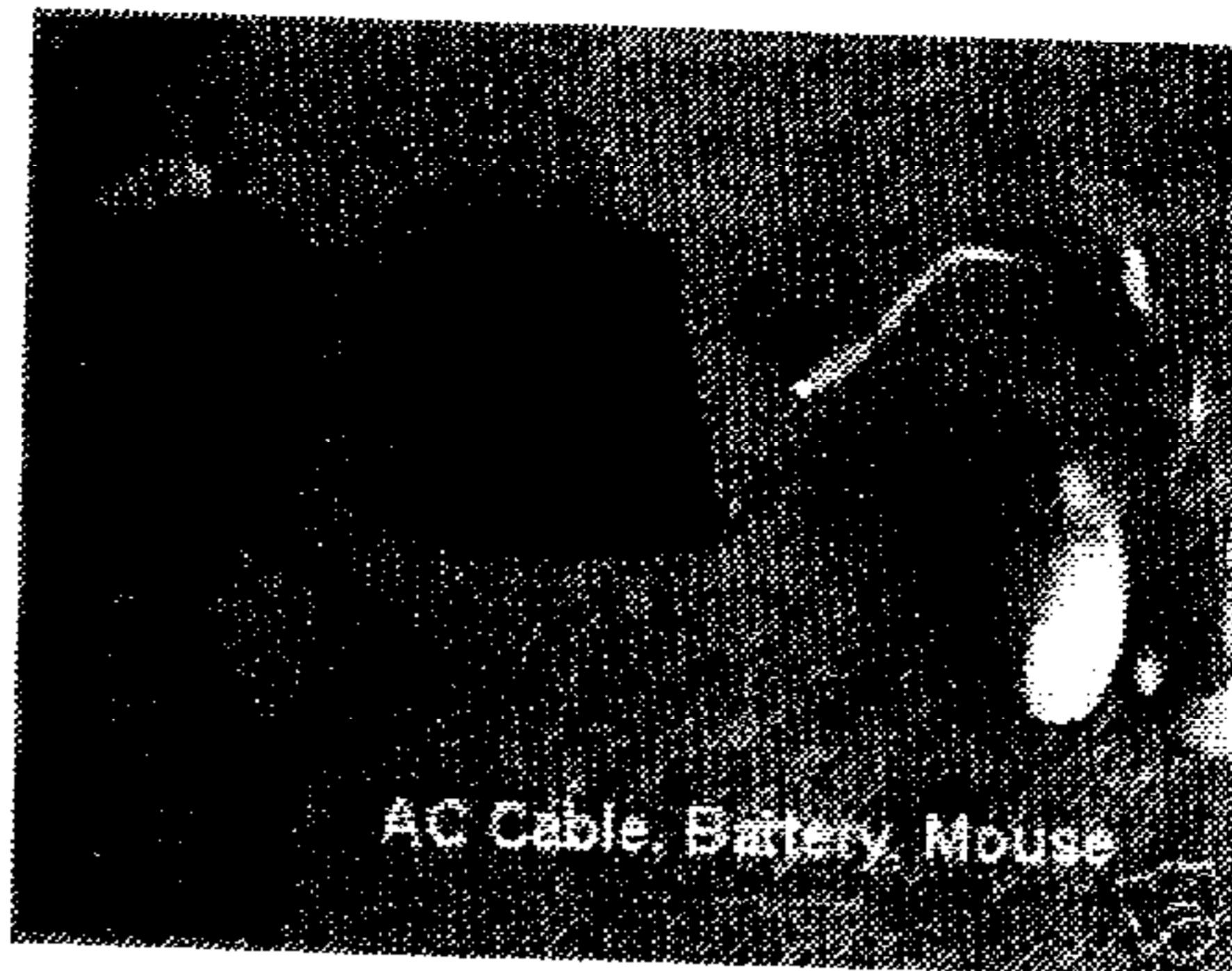
**This laptop sells
brand new for
\$1,135!
Save a bundle with
Buy-It-Now.**

This laptop is "gently used".

All original CDs included!

Meaning it bears some slight wear and tear. Scratches the underside and a dent in the left speaker are both documented to the right. Otherwise, it is in excellent condition. It has been cleaned using a computer-safe solution, compressed air was used to remove dust and debris from crevices, and it will be packaged using only USPS-approved materials.

The hard drive will be wiped completely clean and will be loaded with the default software plus Windows Service Pack 2. I am not a laptop dealer, I am just a regular guy selling my laptop. I will provide my phone number to the buyer should any questions arise, they can reach me 24/7.



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- **Express Shipping** - Seller will arrange for expedited delivery upon completion of payment. Please confirm with the seller any Express Shipping costs and the time payment must be received to obtain express shipping.
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If any of the details above are not clear, [contact the seller](#) with your questions.



Questions from other members

Question & Answer

Q: Hello! I'm making business in the internet and now i'm working with russian resellers of used computers and laptops. Paypal doesn't work with Russia but...[more](#)

Answered On

Apr-16-05

A: Yes, as I stated before, it is \$80 EMS to Russia.

Q: Hello! I'm a representative of russian reseller company 'Computer Technologies', www.kt.ru. I've been buying used low-cost laptops, PDAs and cell-phones...[more](#)

Apr-14-05

A: Global Express via USPS to Russia would be \$80.

Q: My name is Mary Morgan, i saw your item displayed on ebay and i want to buy it for my husband who lives in lagos Nigeria. He is an Architect, he need it...[more](#)

Apr-11-05

A: If you are interested, you may Buy-It-Now, eBay will then provide you with my name, address, and phone number. You may then send me payment via Western...[more](#)

Ask seller a question

Shipping, payment details and return policy

Shipping Cost	Services Available	Available to
US \$30.00	US Postal Service Parcel Post®	United States Only
US \$35.00	US Postal Service Priority Mail®	United States Only
US \$45.00	US Postal Service Express Mail®	United States Only
US \$30.00	UPS Standard To Canada	Canada
US \$50.00	Standard Int'l Flat Rate Shipping	Worldwide

Will ship to Worldwide.

Shipping insurance

US \$12.00 Required

Seller's payment instructions

PayPal Payment accepted and is the preferred method of payment. A money order or cashier's check is also acceptable, however item will not be shipped until payment is received. Seller is not responsible for lost or stolen money orders or checks. Note: Shipping costs reflect carrier shipping charges, delivery confirmation, packaging materials, handling, and a small percentage of the eBay listing fees for this item. Insurance is required due to the nature of the item for sale.

Payment methods accepted

This seller, thbarnes2k, prefers PayPal.

• **PayPal** ()

- Personal check
- Money order/Cashiers check
- Other - See Payment Instructions for payment methods accepted

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Questions for HP Laptop! 1.7Ghz 256MB RAM/40GB HD/DVD+CDRW/15" LCD

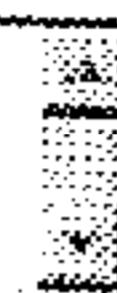
[See item description](#)

Does your buyer have a payment question? Send an invoice to save time and ensure that your buyer's payment information is accurate. You may also include a personal message to your buyer.

Please respond to the question below from [kathleen7605](#). eBay will send an email to the buyer for you.

Q: I work with 'Computer Technologies' to. But Patricia will buy another laptop. So i'll pay u \$80 for shipping.

Type your response here.



Need help calculating
shipping cost? Use the

[Shipping Calculator](#)

Enter up to 1000 characters. HTML cannot be displayed.

Hide my email address for privacy purposes.

[Submit response](#) | [Delete](#)

Questions awaiting response (1)

1. I work with 'Computer Technologies' to. But Patricia will buy another laptop. So i'll pay u \$80 for shipping. [Respond above](#)

Posted on: Apr-16-05

[Back to top](#)

Questions displayed on this listing

2: Hello! I'm making business in the internet and now i'm working with russian resellers of used computers and laptops. Paypal doesn't work with Russia but my partners are interested in buying your laptop. Could you accept the payment from my paypal account but send the laptop to Russia directly? This will be less expensive for me and it is the fastest way of shipping to Russia. If you send it to me and then i'll send it to Russia it will take several weeks and if the laptop is shipped via USPS EMS it arrives to Russia in 10-14 days. If it is possible then let me know the shipping cost(via USPS EMS or other express mail services) for this item. Thank you, bye!

Answered on Apr-16-05

A: Yes, as I stated before, it is \$80 EMS to Russia.

Q: Hello! I'm a representative of russian reseller company 'Computer Technologies', [www.kt.ru](#). I've been buying used low-cost laptops, PDAs and cell-phones at local stores and sending them to Russia and now I'm trying at ebay. My russian partners are interested in buying at least one of your laptops and would like the item to be shipped directly to Russia. Could you please calculate the shipping cost(via USPS Express Mail) to 410600, Saratov, Russia? Thank you! Best regards, Patricia

Answered on Apr-14-05

A: Global Express via USPS to Russia would be \$80.

Q: My name is Mary Morgan, i saw your item displayed on ebay and i want to buy it for my husband who lives in lagos Nigeria. He is an Architect, he need it for his architectural business. I will like you to give me your buy it now price+shipping to lagos Nigeria. The mode of payment i am using is western union auction payment bidpay, i have an account with them and i have been using this method of payment for over a year now, it is safer especially when dealing with buying and selling to avoid fraudulent act between buyers and sellers. So if you will accept this method of payment, send me your full name, contact address and phone number and also your buy it now price+shipping as i will like to get it as fast as possible. BEST REGARDS.

Answered on Apr-11-05

A: If you are interested, you may Buy-It-Now, eBay will then provide you with my name, address, and phone number. You may then send me payment via Western Union. I will ship the laptop once payment is received. I will need to know more details about where in Nigeria the item needs to go and how long you are willing to wait for the item before I quote you an international shipping price. Otherwise conducting business "on the side" is a violation of eBay policies and not something I'm interested in.

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Sell Similar Item: Pictures & Item Details

[Live help](#)

1. [Category](#)
2. [Title & Description](#)
3. [Pictures & Details](#)
4. [Payment & Shipping](#)
5. [Review & Submit](#)

Title

HP Laptop! 1.7Ghz 256MB RAM/40GB HD/DVD+CDRW/15" LCD

Subtitle

Extra Battery/1 Year Warranty/56K/NET/USB/Fast Shipping

Pricing and duration

Price your item competitively to increase your chance of a successful sale.

[Get ideas about pricing by searching completed items...](#)

Starting price *Required

\$

A lower [starting price](#) can encourage more bids.

Buy It Now price (Fee Varies)

\$

Sell to the first buyer who meets your [Buy It Now price](#).

Reserve price (fee varies)

No reserve price. [Add](#)

Duration *

1 / days

When to use a [1-day duration](#).

Private listing

No private listing. [Change](#)

Start time

Start listing when submitted

Schedule start time (\$0.10) PDT
[Learn more about scheduled listings](#).

Quantity *

[Individual Items](#) [Lots](#)

Quantity *

[Learn more about multiple item listings](#).

Selling similar or identical items together in a "lot"?
Help buyers find your listing - just enter the number of items you have in the [Lots](#) tab above.

Item location

ZIP Code: Not specified

Location display: Asheville, NC, United States

[Change](#)

Upload pictures[Live help](#)

[Basic eBay Picture](#)

Let eBay host your pictures

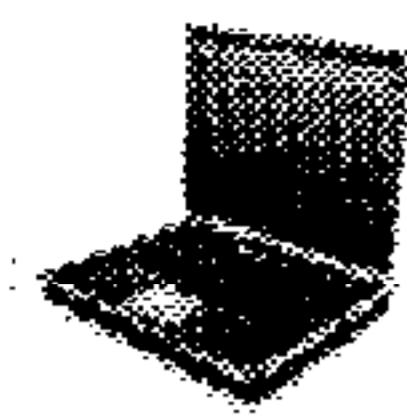
[Your own Web hosting](#)

Enter your picture URL

[Upgrade to our free full-featured version](#)

It's faster, lets you upload pictures of any size, and enables you to preview, crop, and rotate your pictures.

Existing picture 1



Delete existing picture 1

Replace picture 1 (Free)

[Browse...](#)

Existing picture 2



Delete existing picture 2

Replace picture 2 (\$0.15)

[Browse...](#)

Existing picture 3



Delete existing picture 3

Replace picture 3 (\$0.15)

[Browse...](#)

Existing picture 4



Delete existing picture 4

Replace picture 4 (\$0.15)

[Browse...](#)

Existing picture 5



Delete existing picture 5

Replace picture 5 (\$0.15)

[Browse...](#)

Existing picture 6



Delete existing picture 6

Replace picture 6 (\$0.15)

Browse...

Existing picture 7



Delete existing picture 7

Replace picture 7 (\$0.15)

Browse...

Existing picture 8



Delete existing picture 8

Replace picture 8 (\$0.15)

Browse...

Picture 9 (\$0.15)

Browse...

Picture 10 (\$0.15)

Browse...

Picture 11 (\$0.15)

Browse...

Picture 12 (\$0.15)

Browse...

Remove pictures 7 to 12

Picture options

Applies to all pictures.

Standard

Standard pictures will appear within a 400- by 400- pixel area.

Supersize Pictures (\$0.75)

Extra large pictures will appear within a 500- by 500- pixel area, or up to 800- by 800- pixel area, if your pictures are larger.

Picture Show (\$0.25)

Multiple pictures will appear in a slideshow player at the top of the item page.

Picture Pack (\$1.00 for up to 6 pictures or \$1.50 for 7 to 12 pictures)

Get Gallery, Supersize, Picture Show and additional pictures for maximum exposure. Save up to \$1.50!

Listing designer

[Minimize](#)

Listing designer (\$0.10)

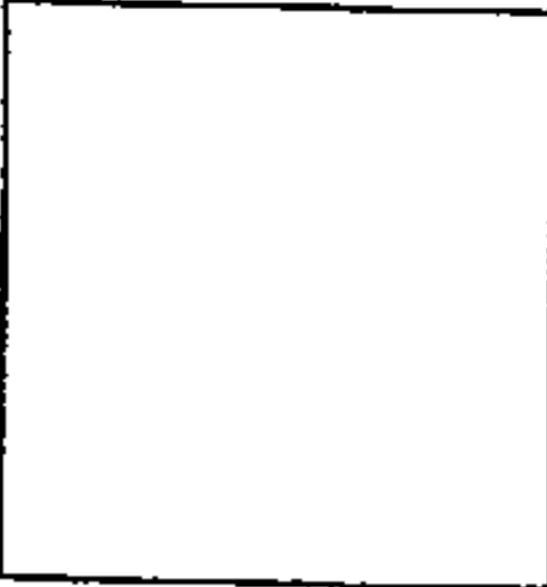
Get both a theme and layout to complement your listing.

Select a theme

New (109) 

None

Accessories for Women
Animal Prints
Antique Scroll
Astrology Blue
Autumn Leaves
Baby-Clothes
Baby-Icons
Baby-Infant



Select a layout

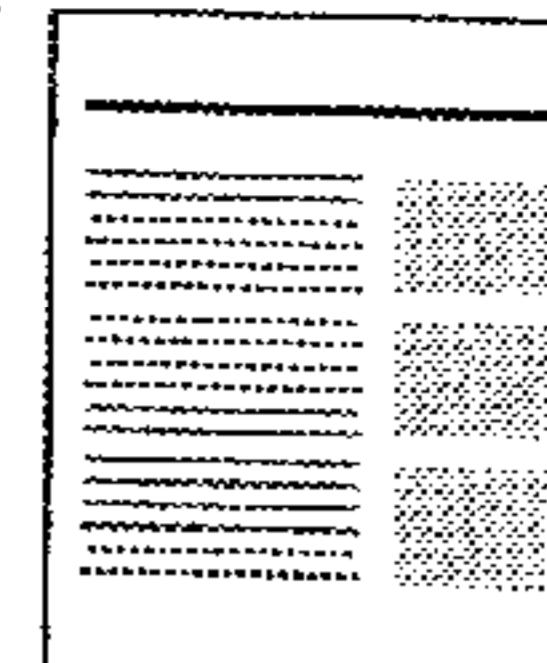
Standard

Photo on the left

Photo on the right

Photo on the bottom

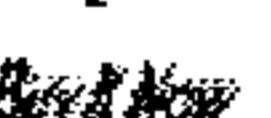
Photo on the top



Preview listing

Increase your item's visibility

Preview your listing in search results

Item Title	Price	Bids	PayPal	Time Listed
 <u>This is an example with Gallery</u>	\$x.xx	-	 Apr-23 12:10	
 HP Laptop! 1.7Ghz 256MB RAM/40GB HD/DVD+CDRW/15" LCD Extra Battery/1 Year Warranty/56K/NET/USB/Fast Shipping	\$500.00 \$600.00	- 	 Apr-23 12:13	
<u>This is an example with Bold</u>	\$x.xx	-		Apr-23 12:16

Gallery (\$0.35)

Add a picture preview and be on display in the Gallery!

Subtitle (\$0.50)

Attract buyers with more information about your item.

Extra Battery/1 Year Wt

Bold (\$1.00)

Make your item title appear in bold letters.

Border (\$3.00)

Outline your listing with an eye-catching frame.

Highlight (\$5.00)

Capture buyers' attention with a brightly colored background.

Show as a gift (\$0.25)

Provide cost and details in item description for services offered.

Gift wrap/gift card

Express shipping

Ship to gift recipient

Get your item in front of more buyers

Gallery Featured (\$19.95)

Get the benefits of Gallery, plus showcase your item in the **Featured** area of the [Picture Gallery](#).

Featured Plus! (\$19.95)

Showcase your item in the **Featured** area of both the [List View](#).

Home Page Featured (\$39.95 for 1 item, \$79.95 for 2 or more items)

Get **maximum exposure!** Get some of the benefits of **Featured Plus!**, and your item is likely to appear on eBay's Home Page.

Page counter

 [Green LED Change](#)

[Cancel Changes](#)

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Sell Similar Item: Review & Submit Listing

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- [Title & Description](#)
- [Pictures & Details](#)
- [Payment & Shipping](#)
- [Review & Submit](#)



Personalized Recommendations

Use these personal recommendations as guidelines to improve your listing and increase your chance of selling success.

Listing analysis

[Hide listing analysis](#)

Recommendation

Details

Consider shipping your item internationally

Instantly increase the number of potential buyers. Choose worldwide shipping by going to the Payment and Shipping page. [Learn more](#).

Step 1: Review your listing

Preview how your item will look to buyers

Click an 'Edit page' link to make changes. When you do, you'll be directed to a page where you can make your desired changes.

Title

[Edit title](#)

HP Laptop! 1.7Ghz 256MB RAM/40GB HD/DVD+CDRW/15" LCD

Subtitle

[Edit subtitle](#)

Extra Battery/1 Year Warranty/56K/NET/USB/Fast Shipping

Description

[Edit description](#)

Item Specifics - PC Laptops

Brand: **HP**

Hard Drive Capacity: **40 GB**

Chip Type: **AMD Athlon XP, XP-M**

Screen Size: **15 inches**

Model: **AMD 2000+**

Operating System Included: **Yes**

Processor Speed: **1.7 GHz**

Primary Drive: **CD-RW/DVD Combo**

Memory (RAM): **256 MB**

Condition: **—**

HP Pavilion Laptop ZE4325US



AMD Athlon XP 2000+ (1.7Ghz) Processor
15" TFT LCD Screen (up to 1024x768 res.)
256MB SDRAM RAM (266Mhz)
ATI U1/ALI 1535+ Chipset/128KB L2 Cache
40GB EIDE Hard Drive
ATI Mobility Radeon 4x AGP Graphics w/ 64MB VRAM
DVD+CD-RW Combo Drive (24x/8x/8x)
88-key Keyboard with 5 One-Touch Access keys
Built-In 56K Modem and 10/100 Ethernet
Built-In Altec-Lansing Stereo Speakers
2 USB/S-Video/VGA/Serial/Parallel/PS2 Ports
Headphone/Microphone Jacks

12.96"(l)x10.71"(w)x1.62"(h)
7.25lbs

Software:



Windows XP Home
with Service Pack 2

Norton Anti-Virus

WordPerfect 10 / Quattro Pro 10

Roxio CD Creator / InterVideo WinDVD Gold

Quicken Personal Edition

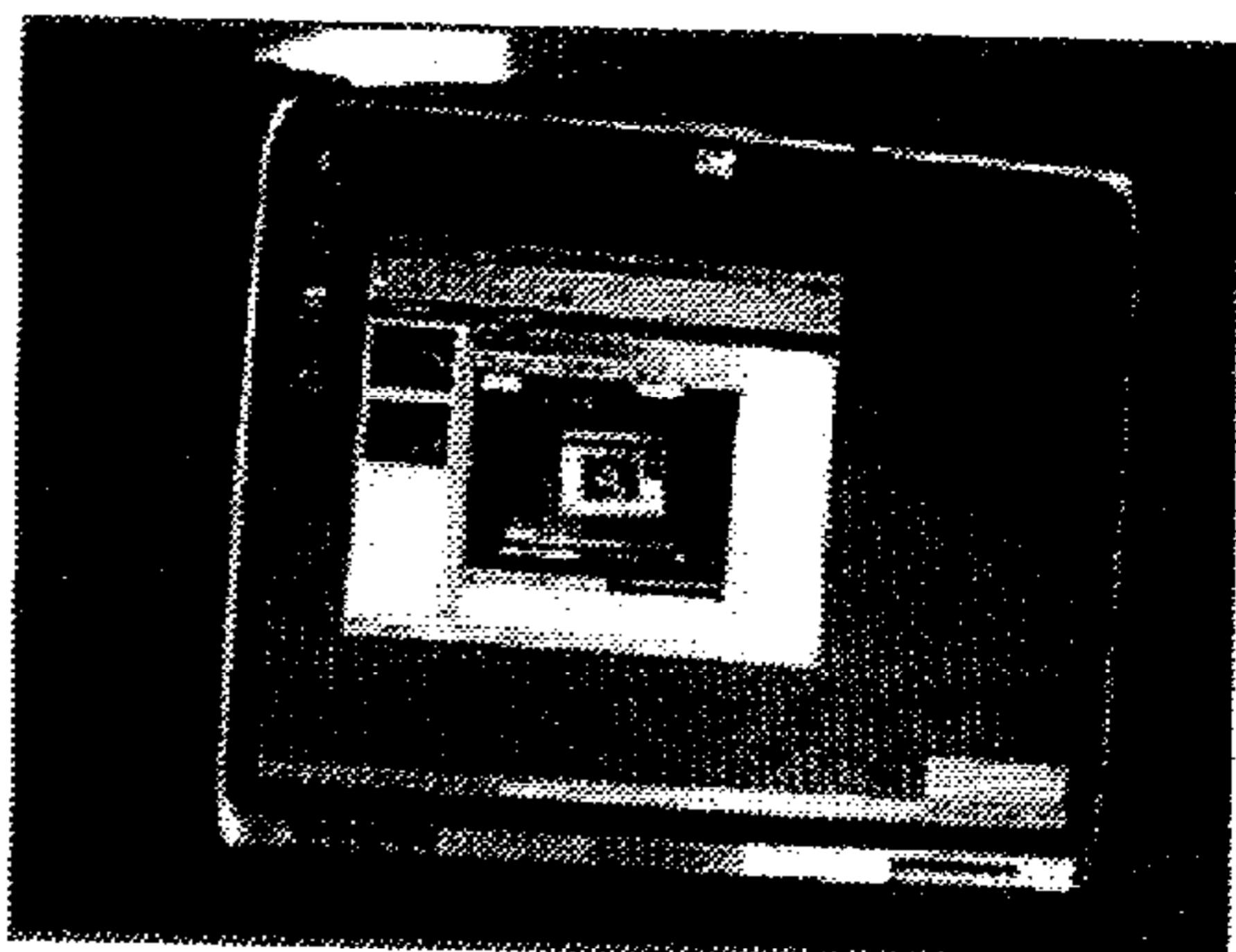
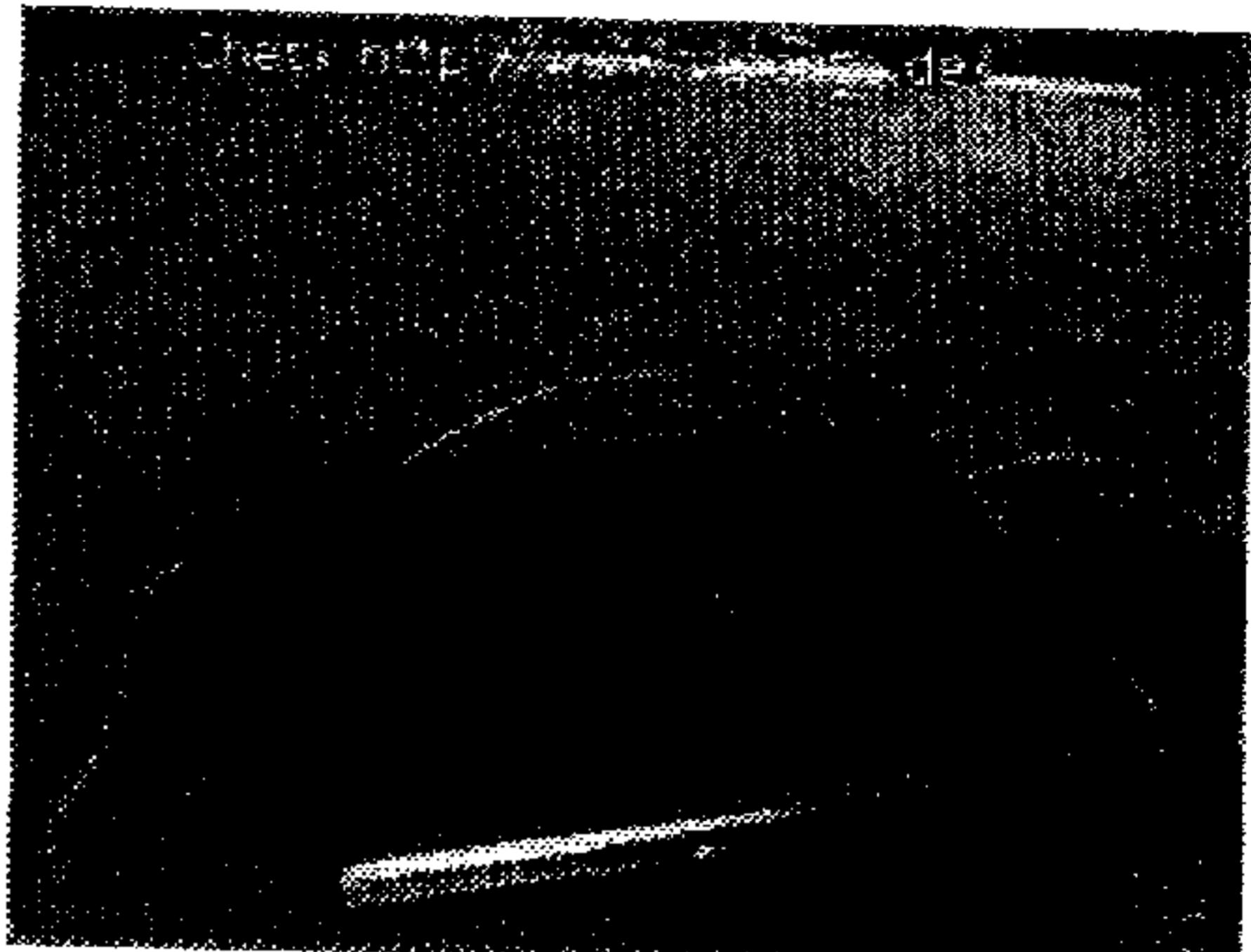
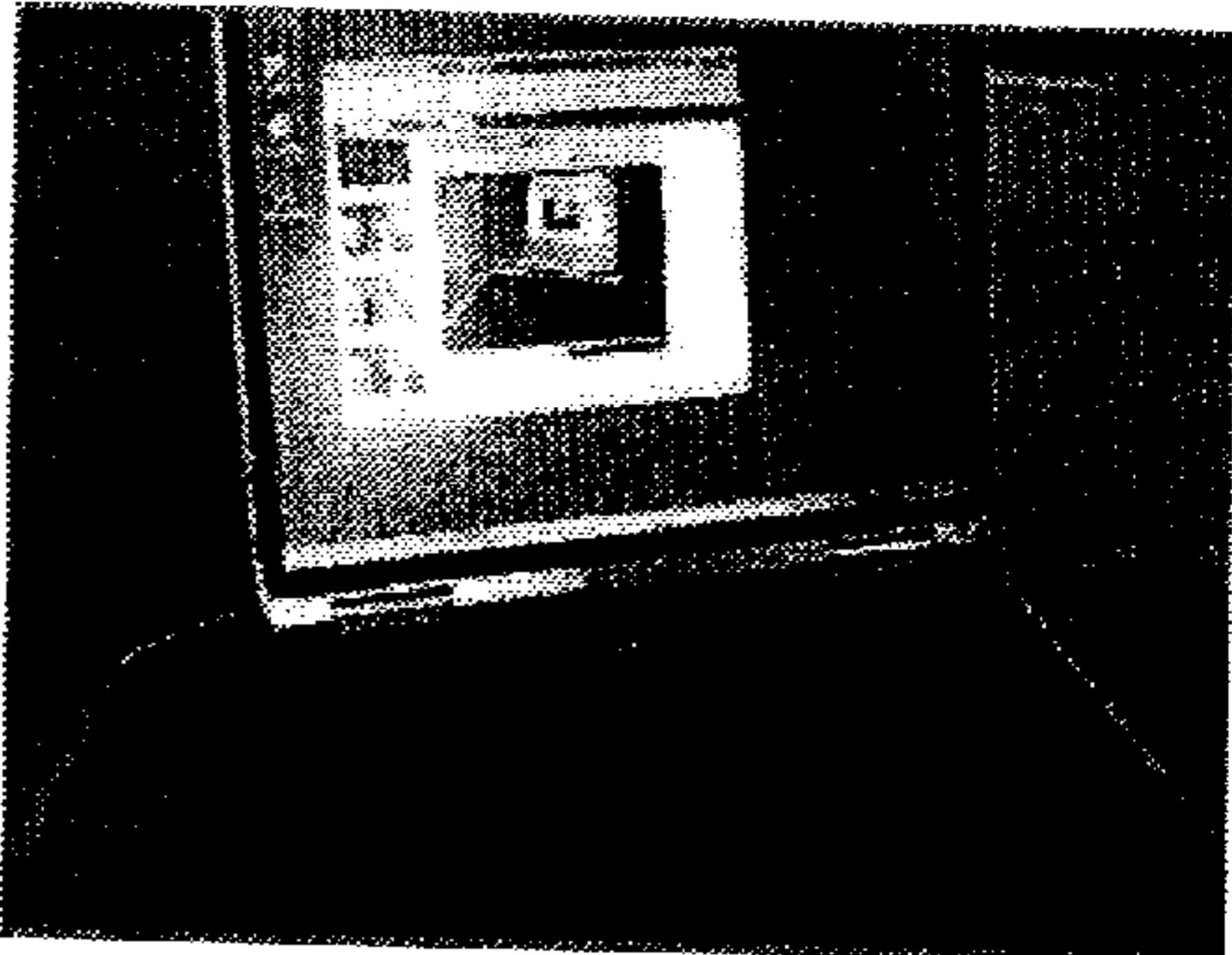
Britannica Online

****All Original Disks Included****

Also Included:

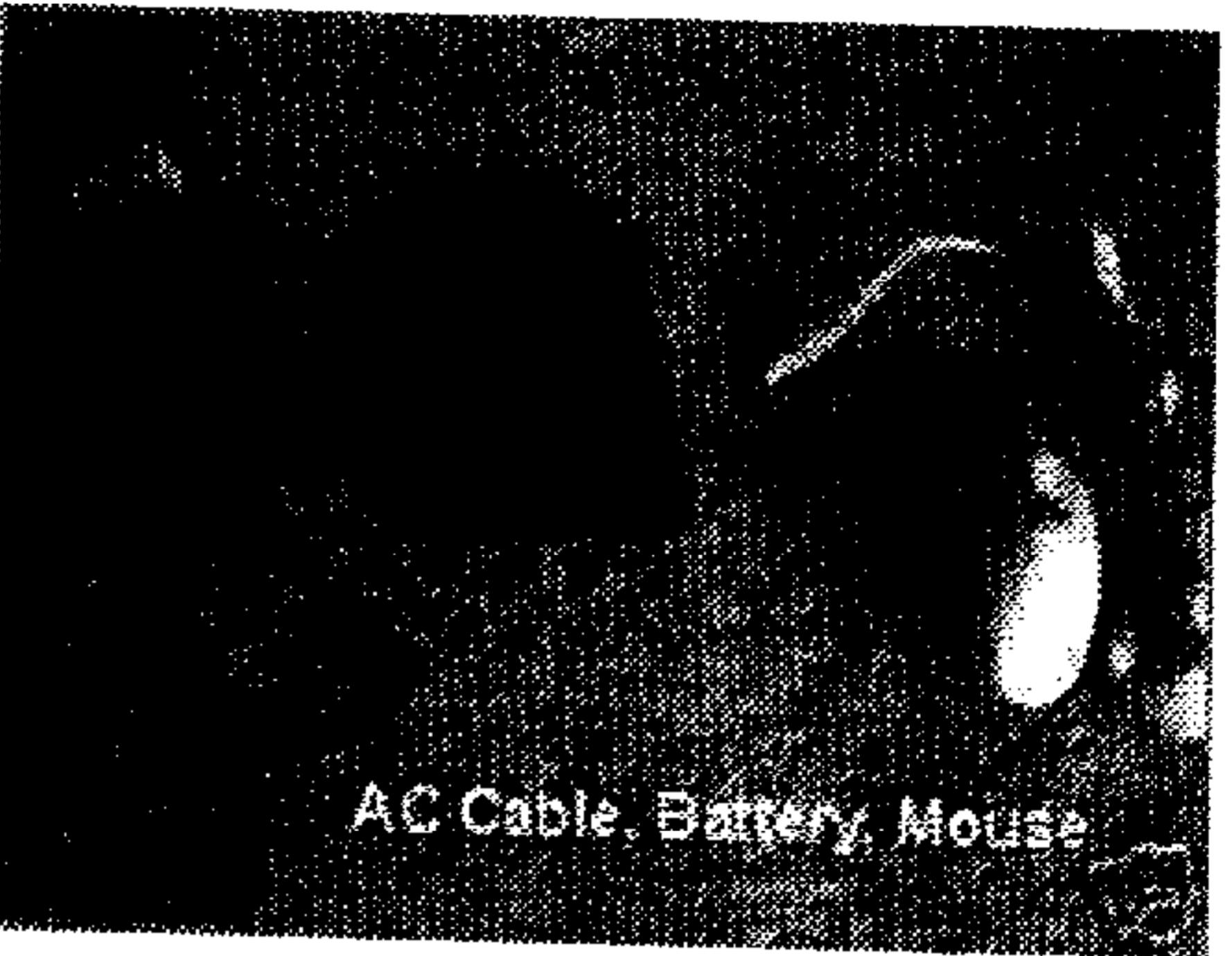
AC Charger (a \$100 value)

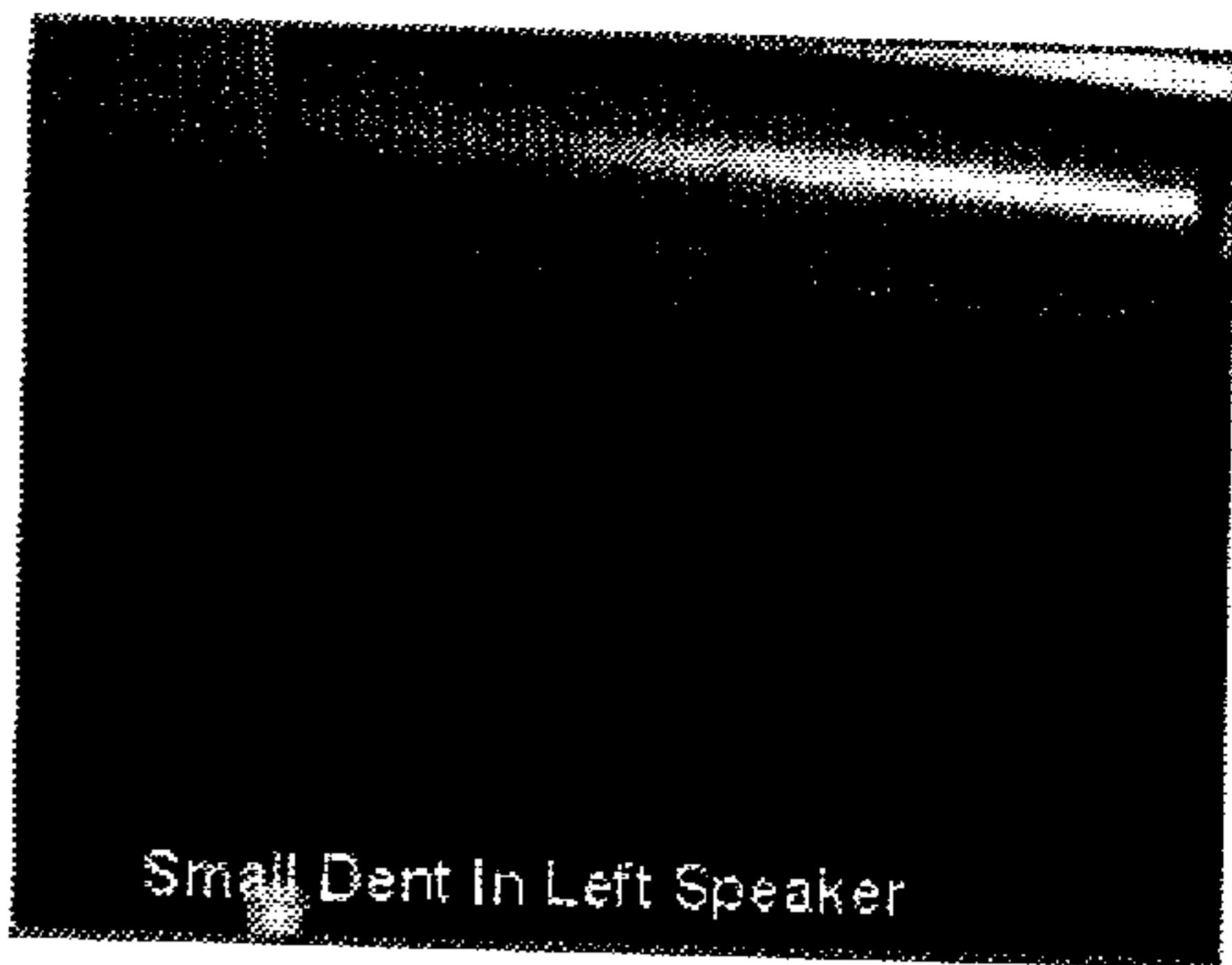
Second Lithium-Ion Battery (a \$150 value)



**This laptop sells brand new for
\$1,135!
Save a bundle with Buy-It-Now.**

This laptop is "gently used". Meaning it bears some slight wear and tear. Scratches the underside and a dent in the left speaker are both documented to the right. Otherwise, it is in excellent condition. It has been cleaned using a computer-safe solution, compressed air was used to remove dust and debris from crevices, and it will be packaged using only USPS-approved materials. The hard drive will be wiped completely clean and will be loaded with the default software plus Windows Service Pack 2. I am not a laptop dealer, I am just a regular guy selling my laptop. I will provide my phone number to the buyer should any questions arise, they can reach me 24/7.





FREE Counters and Services from Andale

Gallery Picture(s)



NOTE: If your description or your pictures do not appear as expected, you may [Edit your description](#) or [Edit your pictures](#) to fix any problems.

Main Category

Computers & Networking:Laptops:HP, Compaq:2.0-2.8 GHz (#80210)

[Edit Main Category](#)

Second Category

[Add second Category](#)

Title & Description

See above for preview of title, subtitle, Item Specifics and description.

[Edit title & description](#)

Item Specifics

PC Laptops

Brand:	HP
Chip Type:	AMD Athlon XP, XP-M
Model:	AMD 2000+
Processor Speed:	1.7 GHz
Memory (RAM):	256 MB
Hard Drive Capacity (GB):	40.0
Screen Size:	15
Operating System Included:	Yes
Primary Drive:	CD-RW/DVD Combo
Condition:	-

Pictures & Details

Pictures: 8 picture(s) added to your listing.

[Edit pictures & details](#)

See above for preview of pictures

Duration: 7 days

Quantity: 1
Price: \$500.00
Buy It Now: \$600.00
Item Location: Asheville, NC, United States
Listing Designer: Theme: None
Layout: Photo on the right
Listing Upgrades: Bold, Highlight, Border, Gallery
Free page counter: Green LED
See above for preview of counter

Payment & Shipping

[Edit payment & shipping](#)

Seller-accepted payment methods: I accept PayPal. Payment will go to tbarnes@warren-wilson.edu; (Fees may apply if your buyer pays using PayPal); Other Payment Methods: Money order or Cashiers check; Personal check; Other - See Item Description

Payment address: Hayden Barnes
540 Warren Wilson Rd
Swannanoa, NC 28778
United States
912 398 7413

Buyer financing options: Special offer! "10% off your first purchase" will be displayed for items over \$50 (FREE for sellers)

Ship-to locations: Will ship to Worldwide.

Charge flat shipping cost to my buyers

Shipping Cost	Services Available	Available to
\$30.00	US Postal Service Parcel Post®	United States Only
\$35.00	US Postal Service Priority Mail®	United States Only
\$45.00	US Postal Service Express Mail®	United States Only
\$30.00	UPS Standard To Canada	Canada
\$50.00	Standard Int'l Flat Rate Shipping	Worldwide

Shipping insurance (required): \$12.00

Sales tax: Seller does not charge sales tax.

Buyer requirements: Block buyers who:
Have a feedback score of -1 or lower
Have received 2 Unpaid Item strikes in the last 30 days

Payment instructions: PayPal Payment accepted and is the preferred method of payment. A money order or cashier's check is also acceptable, however item will not be shipped until payment is received. Seller is not responsible for lost or stolen money orders or checks. Note: Shipping costs reflect carrier shipping charges, delivery confirmation, packaging materials, handling, and a small percentage of the eBay listing fees for this item. Insurance is required due to the nature of the item for sale.

Step 2: Review the fees and submit your listing

Listing fees

Insertion fee:	\$ 4.80
Subtitle:	0.50
Additional pictures:	1.05
Gallery:	0.35
Bold:	1.00

Border:	3.00
Highlight:	5.00
Buy It Now Fee:	0.25
Listing Designer:	0.10
Total added listing fees:	\$ 16.05

If your item sells, you will be charged a **Final Value Fee**. This fee is based on a percentage of the final sale price.
 Current account balance before adding this item: **\$58.72**

Attention Sellers:

Add Featured Plus!

 **Appear in the featured section of category listings and search results for \$19.95* (see example). Bids increase 71%, on average.**

Add It Now!

[Back](#)

[Submit Listing](#)

Your item will be listed on eBay and the above fees will be charged.

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Track & Confirm

Current Status

You entered ED14 0595 994U S

Your item left the United States from KENNEDY AMC at 10:42 am on April 19, 2005. Information, if available, is updated every evening. Please check again later.

[Shipment Details >](#)

Track & Confirm

Enter label number:

[Go >](#)

Track & Confirm FAQs

[Go >](#)

Notification Options

► [Track & Confirm by email](#)

[What is this?](#)

[Get help](#)

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Preserving the Trust

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PayPal Notification: Temporary Hold Pending Investigation (Routing Code: C840-L001-Q410-T3320)

10 messages

Hayden Barnes <thbarnes@gmail.com>

To: "Reply-To:pending-reversal" <paypal.com>

Wed, Apr 20, 2005 at 1:10 PM

Additional Information:

Tracking: ED 140595994US

Hayden

On 4/20/05 10:58 AM, "service@paypal.com" <service@paypal.com> wrote:

> Dear Thomas Barnes,
>
> It has come to our attention
> Subject: PayPal Notification: Temporary Hold Pending Investigation (Routing
> Code: C840-L001-Q410-T3320)
>
> Dear Thomas Barnes,
>
> It has come to our attention that you may be the recipient of potentially
> unauthorized funds. We have initiated an investigation into this event. In
> the meantime, we have placed a temporary hold on the funds in question
> until the investigation is complete. This temporary hold will show as a
> deduction in your available balance. In the meantime, you are free to
> continue transacting using your PayPal account.
>
>
> Transaction Date: Apr. 16, 2005 14:28:41 PDT
>
> Transaction Amount: \$690.00 USD
>
> Payor's Email: kathleenbrucepink@yahoo.com
>
>
>
>
>
>
> If you have not delivered the goods or services related to this
> transaction, we ask that you delay or stop delivery until our investigation
> is complete as you may be liable for the amount in question.
>
> To assist us in our investigation and to determine if you qualify for the
> Seller Protection Program, please send an email to
> pending-reversal@paypal.com with the following information:
>
> 1. The item, service or purpose of the purchase, and the associated value;
> 2. The name and address given to you by the sender (if an item was
> purchased);
> 3. If shipped, the company used for shipping, date of shipment, and
> tracking number for the shipment;
> 4. Details of any other transactions related to the transaction(s) in
> question;
> 5. A phone number where you can be reached during the day and evening; and
> 6. Insurance information, if applicable.
>

only received response
later after trying
"pending-reversal@paypal.com"
"pending-reversal"
at the support
of a customer support
representative

> Any additional information you have regarding this transaction, such as
> email correspondence, will further help us to expedite our investigation.
> Solving these cases helps us continue to offer PayPal as a secure and
> cost-effective payment service. We appreciate your cooperation and
assistance.

Sincerely,
> PayPal Account Review Team

> **PROTECT YOUR PASSWORD**

> NEVER give your password to anyone and ONLY log in at
> <https://www.paypal.com/>. Protect yourself against fraudulent websites by
> opening a new web browser (e.g. Internet Explorer or Netscape) and typing
> in the PayPal URL every time you log in to your account.

>
> _____

> PayPal Email ID PP231

Hayden Barnes <thbarnes@gmail.com>

To: "pending-reversal@paypal.com" <pending-reversal@paypal.com>

Wed, Apr 20, 2005 at 1:11 PM

Item was insured via USPS up to \$500

[Quoted text hidden]

Hayden Barnes <thbarnes@gmail.com>

pending-reversal@paypal.com" <pending-reversal@paypal.com>

Wed, Apr 20, 2005 at 1:13 PM

Tracking: ED 140595994US

[Quoted text hidden]

Hayden Barnes <thbarnes@gmail.com>

To: "pending-reversal@paypal.com" <pending-reversal@paypal.com>

Wed, Apr 20, 2005 at 1:28 PM

Just to recap:

This was eBay item number: 6759708537

"HP Laptop! 1.7Ghz 256MB RAM/40GB HD/DVD+CDRW/15" LCD
Extra Battery/1 Year Warranty/56K/NET/USB/Fast Shipping"

Purchased By: kathleen7605
Email: kathleenbrucepink@yahoo.com

Shipped to*:

Alexandr Savin
app. 28, Motornaya str. 8
410600
Saratov, Russian Federation

on April 18th, 2005

Shipped Via: USPS Global Express (signature confirmation and \$500 total

insurance)

Tracking: ED140595994US

I listed this item as a "gift", that I would be willing to ship the item to a separate mailing address than the one on the account. I actually paid extra for this service. There was no notice that this may exempt me from seller protection, which I don't believe it should. Ebay is PayPal's parent company after all.

[Quoted text hidden]

Hayden <thbarnes@gmail.com>

Wed, Apr 20, 2005 at 3:41 PM

To: pending-reversal@paypal.com

I am pissed. Because this dumb woman gave her credit card information to an unscrupulous person or organization, which they used to buy my laptop, I am now out \$690.00. This woman will be compensated for her stupidity, the scammer got a free laptop, I was encouraged by eBay to list my item as a "gift" (meaning I'd be willing to ship it to an address not on the account, something I actually had to pay to do) and now I might not qualify for seller protection. This is a load of bullshit. I want my funds released and account restored ASAP.

In new information, I worked with the USPS to track my item all the way to the plane it flew out of the country on. Now that it's out of the country, there is nothing they can do.

I DID have delivery signature, insurance, did do business with a verified/confirmed account. I did everything right. I hope you see this.

[Quoted text hidden]

Hayden <thbarnes@gmail.com>

Wed, Apr 20, 2005 at 4:05 PM

. pending-reversal@paypal.com

I have made contact with the U.S. Embassy in Moscow and I'm awaiting a call back. That number is 011-7-095-728-5000

The Russian Embassy in Washington, D.C. provided me the following number for Russian Customs: 011-7-095-449-8771

Because of the time difference, I am unable to reach them until later tonight.

[Quoted text hidden]

Hayden <thbarnes@gmail.com>

Wed, Apr 20, 2005 at 8:07 PM

To: pending-reversal@paypal.com

I wish I could get some confirmation that these emails are getting through.

The account was a confirmed account with positive feedback. I was encouraged by eBay to sell my item as a gift and internationally. Now because of that, because I paid extra to be able to do that, I may not get my money back.

Meanwhile some drunk in Russia got a free laptop, some dumb woman who can't keep her credit card number to herself or used her name as her password is going to get compensated for her idiocy by the credit card company and some much needed cash for me, to keep me afloat financially is stolen from me on a technicality. I did it all right, I am a good eBay user and thought this was a seamless transaction. I'd like the hold on my account dropped.

I need to fix a window in my apartment, get a new part for my car, start saving for a deposit on a new apartment in July because I can't afford this one the way things are going. I'm almost jobless, had my hours cut back to nil and I don't feel like anyone cares. Everyone is wrapped up in there own little world, the rules and regulations, corporate policies, and government law, what happened to human kindness, tenderness, and sensibility? I hope you see what kind of situation I'm in, even though I feel like I am just writing this to a machine. Please help me.

Hayden

[Quoted text hidden]

Wed, Apr 20, 2005 at 8:09 PM

Hayden <thbarnes@gmail.com>

To: pending-reversal@paypal.com

I am staying up tonight call the U.S. Embassy in Russia to see what they can do for me there. I forwarded a copy of my FBI Internet Fraud Complaint to the FSB (the Russian counterpart to the FBI) and the local police where this scammer is located. I am also going to try the Russian postal service, but I doubt anyone there speaks English.

[Quoted text hidden]

Wed, Apr 20, 2005 at 8:55 PM

Hayden <thbarnes@gmail.com>

To: pending-reversal@paypal.com

I contacted the woman whose credit card was stolen, I 411'ed her address. She is a very nice lady, but she doesn't even have a computer! It was good to talk to her. The scammers even had her son's phone number! Her daughter is in the hospital with kidney failure and she is elderly, nearly immobile. We talked for a long time.

Her loss is being refunded by the bank. I sure wish mine was.

[Quoted text hidden]

Thu, Apr 21, 2005 at 12:54 AM

Hayden <thbarnes@gmail.com>

To: pending-reversal@paypal.com

I have made contact with the U.S. Embassy in Russia. They have forwarded my file to the FSB (the FBI counterpart in Russia), which I already had done, but I'm assuming mail from them is somewhat higher-priority.

I am doing everything I can.

[Quoted text hidden]